

IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----	x	
	:	
In re	:	Chapter 11
	:	
DELPHI CORPORATION, <u>et al.</u> ,	:	Case No. 05-44481 (RDD)
	:	
Debtors.	:	(Jointly Administered)
	:	
-----	x	

AFFIDAVIT OF SERVICE

I, Evan Gershbein, being duly sworn according to law, depose and say that I am employed by Kurtzman Carson Consultants, LLC, the Court appointed claims and noticing agent for the Debtors in the above-captioned cases.

On May 26, 2006, I caused to be served the document listed below (i) upon the parties listed on Exhibit A hereto via overnight delivery, (ii) upon the parties listed on Exhibit B hereto via electronic notification, and (iii) upon the parties listed on Exhibit C hereto via postage pre-paid U.S. mail:

Motion for Order Under 11 U.S.C § 363(b) and Fed.R.Bankr.P. 2002 and 6004 Authorizing and Approving Debtors' Entry Into Transfer Agreement with Johnson Controls, Inc. Providing for (A) Sale of Acquired Assets Free and Clear of Liens, Claims, and Encumbrances (B) Continuation and Transition of Supply to Johnson Controls, Inc. of Batter Products Out of Fitzgerald Facility and (C) Implementation of Attrition Plan with Respect to New Brunswick Facility in Accordance with IUE-CWA Memorandum; Notice of Motion for Order Under 11 U.S.C § 363(b) and Fed.R.Bankr.P. 2002 and 6004 Authorizing and Approving Debtors' Entry Into Transfer Agreement with Johnson Controls, Inc. Providing for (A) Sale of Acquired Assets Free and Clear of Liens, Claims, and Encumbrances (B) Continuation and Transition of Supply to Johnson Controls, Inc. of Batter Products Out of Fitzgerald Facility and (C) Implementation of Attrition Plan with Respect to New Brunswick Facility in Accordance with IUE-CWA Memorandum; and [Proposed] Order Under 11 U.S.C § 363(b) and Fed.R.Bankr.P. 2002 and 6004 Authorizing and Approving Debtors' Entry Into Transfer Agreement with Johnson Controls, Inc. Providing for (A) Sale of Acquired Assets Free and Clear of Liens, Claims, and Encumbrances (B) Continuation and Transition of Supply to Johnson Controls, Inc. of Batter Products Out of Fitzgerald Facility and (C) Implementation of Attrition Plan with Respect to New Brunswick Facility in Accordance with IUE-CWA Memorandum (Docket No. 3927) [a copy of which is attached hereto as Exhibit D]

On May 30, 2006, I caused to be served the document listed below upon the parties listed on Exhibit E hereto via overnight delivery:

Motion for Order Under 11 U.S.C § 363(b) and Fed.R.Bankr.P. 2002 and 6004 Authorizing and Approving Debtors' Entry Into Transfer Agreement with Johnson Controls, Inc. Providing for (A) Sale of Acquired Assets Free and Clear of Liens, Claims, and Encumbrances (B) Continuation and Transition of Supply to Johnson Controls, Inc. of Batter Products Out of Fitzgerald Facility and (C) Implementation of Attrition Plan with Respect to New Brunswick Facility in Accordance with IUE-CWA Memorandum; Notice of Motion for Order Under 11 U.S.C § 363(b) and Fed.R.Bankr.P. 2002 and 6004 Authorizing and Approving Debtors' Entry Into Transfer Agreement with Johnson Controls, Inc. Providing for (A) Sale of Acquired Assets Free and Clear of Liens, Claims, and Encumbrances (B) Continuation and Transition of Supply to Johnson Controls, Inc. of Batter Products Out of Fitzgerald Facility and (C) Implementation of Attrition Plan with Respect to New Brunswick Facility in Accordance with IUE-CWA Memorandum; and [Proposed] Order Under 11 U.S.C § 363(b) and Fed.R.Bankr.P. 2002 and 6004 Authorizing and Approving Debtors' Entry Into Transfer Agreement with Johnson Controls, Inc. Providing for (A) Sale of Acquired Assets Free and Clear of Liens, Claims, and Encumbrances (B) Continuation and Transition of Supply to Johnson Controls, Inc. of Batter Products Out of Fitzgerald Facility and (C) Implementation of Attrition Plan with Respect to New Brunswick Facility in Accordance with IUE-CWA Memorandum (Docket No. 3927) [a copy of which is attached hereto as Exhibit D]

Dated: May 30, 2006

/s/ Evan Gershbein
Evan Gershbein

Subscribed and sworn to (or affirmed) before me on this 30th day of May, 2006, by Evan Gershbein, personally known to me or proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Signature : /s/ Amy Lee Huh

Commission Expires: 3/15/09

EXHIBIT A

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	PHONE	FAX	EMAIL	PARTY / FUNCTION
Brandes Investment Partners LP	Ted Kim	11988 El Camino Real	Suite 500	San Diego	CA	92103				Equity Security Holders Committee Member
Brown Rudnick Berlack Israels LLP	Robert J. Stark	Seven Times Square		New York	NY	10036	212-209-4800	212-2094801	rstark@brownrudnick.com	Indenture Trustee
Cohen, Weiss & Simon	Bruce Simon	330 W. 42nd Street		New York	NY	10036	212-356-0231	212-695-5436	bsimon@cwsny.com	
Curtis, Mallet-Prevost, Colt & Mosle LLP	Steven J. Reisman	101 Park Avenue		New York	NY	10178-0061	2126966000	2126971559	sreisman@cm-p.com	Counsel for Flextronics International, Inc.; Flextronics International USA, Inc.; Multek Flexible Circuits, Inc.; Sheldahl de Mexico S.A.de C.V.; Northfield Acquisition Co.; Flextronics Asia-Pacific Ltd.; Flextronics Technology (M) Sdn. Bhd
Davis, Polk & Wardwell	Donald Bernstein Brian Resnick	450 Lexington Avenue		New York	NY	10017	212-450-4092 212-450-4213	212-450-3092 212-450-3213	donald.bernstein@dpw.com brian.resnick@dpw.com	Counsel to Debtor's Postpetition Administrative Agent
DC Capital Partners LP	Douglas L. Dethy	800 Third Avenue	40th Floor	New York	NY	10022				Equity Security Holders Committee Member
Delphi Corporation	Sean Corcoran, Karen Craft	5725 Delphi Drive		Troy	MI	48098	248-813-2000	248-813-2670	sean.p.corcoran@delphi.com karen.j.craft@delphi.com	Debtors
Electronic Data Systems Corp.	Michael Nefkens	5505 Corporate Drive MSIA		Troy	MI	48098	248-696-1729	248-696-1739	mike.nefkens@eds.com	Creditor Committee Member
Flextronics International	Carrie L. Schiff	305 Interlocken Parkway		Broomfield	CO	80021	303-927-4853	303-652-4716	cschiff@flextronics.com	Counsel for Flextronics International
Flextronics International USA, Inc.	Paul W. Anderson	2090 Fortune Drive		San Jose	CA	95131	408-428-1308		paul.anderson@flextronics.com	Counsel for Flextronics International USA, Inc.
Freescale Semiconductor, Inc.	Richard Lee Chambers, III	6501 William Cannon Drive West	MD: OE16	Austin	TX	78735	512-895-6357	512-895-3090	trev.chambers@freescale.com	Creditor Committee Member
Fried, Frank, Harris, Shriver & Jacobson	Brad Eric Sheler Bonnie Steingart Vivek Melwani Jennifer L. Rodburg Richard J. Slivinski	One New York Plaza		New York	NY	10004	212-859-8000	212-859-4000	rodbuie@ffhsj.com slivinski@ffhsj.com	Proposed Counsel to Equity Security Holders Committee
FTI Consulting, Inc.	Randall S. Eisenberg	3 Times Square	11th Floor	New York	NY	10036	212-247-1010	212-841-9350	randall.eisenberg@fticonsulting.com	Financial Advisors to Debtors
General Electric Company	Valerie Venable	9930 Kincey Avenue		Huntersville	NC	28078	704-992-5075	866-585-2386	valerie.venable@ge.com	Creditor Committee Member
Groom Law Group	Lonie A. Hassel	1701 Pennsylvania Avenue, NW		Washington	DC	20006	202-857-0620	202-659-4503	lhassel@groom.com	Counsel for Employee Benefits
Hodgson Russ LLP	Stephen H. Gross	152 West 57th Street	35th Floor	New York	NY	10019	212-751-4300	212-751-0928	sgross@hodgsonruss.com	Counsel for Hexcel Corporation
Honigman Miller Schwartz and Cohn LLP	Frank L. Gorman, Esq.	2290 First National Building	660 Woodward Avenue	Detroit	MI	48226-3583	313-465-7000	313-465-8000	fgorman@honigman.com	Counsel to General Motors Corporation
Honigman Miller Schwartz and Cohn LLP	Robert B. Weiss, Esq.	2290 First National Building	660 Woodward Avenue	Detroit	MI	48226-3583	313-465-7000	313-465-8000	rweiss@honigman.com	Counsel to General Motors Corporation
Internal Revenue Service	Attn: Insolvency Department, Maria Valerio	290 Broadway	5th Floor	New York	NY	10007	212-436-1038	212-436-1931	mariaivalerio@irs.gov	IRS
Internal Revenue Service	Attn: Insolvency Department	477 Michigan Ave	Mail Stop 15	Detroit	MI	48226	313-628-3648	313-628-3602		Michigan IRS
IUE-CWA	Henry Reichard	2360 W. Dorothy Lane	Suite 201	Dayton	OH	45439	937-294-7813	937-294-9164	hreichard@iuecwa@aol.com	Creditor Committee Member
James E Bishop Sr		502 Shiloh Dr	No 9	Laredo	TX	78045				Equity Security Holders Committee Member
James H Kelly		PO Box 4426		Boulder	CO	80306				Equity Security Holders Committee Member
Jefferies & Company, Inc.	William Q. Derrough	520 Madison Avenue	12th Floor	New York	NY	10022	212-284-2521	212-284-2470	bderrough@jefferies.com thomas.f.maher@chase.com richard.duker@jpmorgan.com gianni.russello@jpmorgan.com	UCC Professional
JPMorgan Chase Bank, N.A.	Thomas F. Maher, Richard Duker, Gianni Russello	270 Park Avenue		New York	NY	10017	212-270-0426	212-270-0430		Postpetition Administrative Agent
JPMorgan Chase Bank, N.A.	Vilma Francis	270 Park Avenue		New York	NY	10017	212-270-5484	212-270-4016	vilma.francis@jpmorgan.com	Prepetition Administrative Agent
Kramer Levin Naftalis & Frankel LLP	Gordon Z. Novod	1177 Avenue of the Americas		New York	NY	10036	212-715-9100	212-715-8000	gnovod@kramerlevin.com	Counsel Data Systems Corporation; EDS Information Services, LLC

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	PHONE	FAX	EMAIL	PARTY / FUNCTION
Kramer Levin Naftalis & Frankel LLP	Thomas Moers Mayer	1177 Avenue of the Americas		New York	NY	10036	212-715-9100	212-715-8000	tmayer@kramerlevin.com	Counsel Data Systems Corporation; EDS Information Services, LLC
Kurtzman Carson Consultants	James Le	12910 Culver Blvd.	Suite I	Los Angeles	CA	90066	310-751-1511	310-751-1561	jle@kccllc.com	Noticing and Claims Agent
Latham & Watkins LLP	Robert J. Rosenberg	885 Third Avenue		New York	NY	10022	212-906-1370	212-751-4864	robert.rosenberg@lw.com	Counsel to Official Committee of Unsecured Creditors
Law Debenture Trust of New York	Patrick J. Healy	767 Third Ave.	31st Floor	New York	NY	10017	212-750-6474	212-750-1361	patrick.healy@lawdeb.com	Indenture Trustee
Law Debenture Trust of New York	Daniel R. Fisher	767 Third Ave.	31st Floor	New York	NY	10017	212-750-6474	212-750-1361	daniel.fisher@lawdeb.com	Indenture Trustee
Luqman Yacub		PO Box 1026		Hartville	OH	44632				Equity Security Holders Committee Member
McDermott Will & Emery LLP	David D. Cleary	227 West Monroe Street		Chicago	IL	60606	312-372-2000	312-984-7700	dcleary@mwe.com	Counsel for Rectical North America, Inc.
McDermott Will & Emery LLP	Mohsin N. Khambati	227 West Monroe Street		Chicago	IL	60606	312-372-2000	312-984-7700	mkhambati@mwe.com	Counsel for Rectical North America, Inc.
McTigue Law Firm	J. Brian McTigue	5301 Wisconsin Ave. N.W.	Suite 350	Washington	DC	20015	202-364-6900	202-364-9960	bmctigue@mctiquelaw.com	Counsel for Movant Retirees and Proposed Counsel for The Official Committee of Retirees
McTigue Law Firm	Cornish F. Hitchcock	5301 Wisconsin Ave. N.W.	Suite 350	Washington	DC	20015	202-364-6900	202-364-9960	conh@mctiquelaw.com	Counsel for Movant Retirees and Proposed Counsel for The Official Committee of Retirees
Mesirow Financial	Leon Szelezinger	666 Third Ave	21st Floor	New York	NY	10017	212-808-8366	212-682-5015	lszelezinger@mesirrowfinancial.com	UCC Professional
Morrison Cohen LLP	Joseph T. Moldovan, Esq.	909 Third Avenue		New York	NY	10022	212-735-8603	917-522-3103	jmoldovan@morrisoncohen.com	Counsel for Blue Cross and Blue Shield of Michigan
Northeast Regional Office	Mark Schonfeld, Regional Director	3 World Financial Center	Room 4300	New York	NY	10281	212-336-1100	212-336-1323	newyork@sec.gov	Securities and Exchange Commission
Office of New York State	Attorney General Eliot Spitzer	120 Broadway		New York City	NY	10271	212-416-8000	212-416-6075	ServeAG@oag.state.ny.us	New York Attorney General's Office
O'Melveny & Meyer LLP	Robert Siegel	400 South Hope Street		Los Angeles	CA	90071	213-430-6000	213-430-6407	rsiegel@omm.com	Special Labor Counsel
O'Melveny & Meyer LLP	Tom A. Jerman, Rachel Janger	1625 Eye Street, NW		Washington	DC	20006	202-383-5300	202-383-5414	tjerman@omm.com	Special Labor Counsel
Pardus European Special Opportunities Master Fund LP	Joseph R Thornton	Pardus Capital Management LP	1101 Avenue of the Americas Suite 1100	New York	NY	10018				Equity Security Holders Committee Member
Pension Benefit Guaranty Corporation	Ralph L. Landy	1200 K Street, N.W.	Suite 340	Washington	DC	20005-4026	202-326-4020	202-326-4112	landy.ralph@pbqc.gov	Chief Counsel for the Pension Benefit Guaranty Corporation
Pension Benefit Guaranty Corporation	Jeffrey Cohen	1200 K Street, N.W.	Suite 340	Washington	DC	20005	202-326-4020	202-326-4112	garrick.sandra@pbqc.gov efile@pbqc.gov	Counsel for Pension Benefit Guaranty Corporation
Phillips Nizer LLP	Sandra A. Riemer	666 Fifth Avenue		New York	NY	10103	212-841-0589	212-262-5152	sriemer@phillipsnizer.com	Counsel for Freescale Semiconductor, Inc., f/k/a Motorola Semiconductor Systems
Rothchild Inc.	David L. Resnick	1251 Avenue of the Americas		New York	NY	10020	212-403-3500	212-403-5454	david.resnick@us.rothschild.com	Financial Advisor
Seyfarth Shaw LLP	Robert W. Dremluk	1270 Avenue of the Americas	Suite 2500	New York	NY	10020-1801	212-218-5500	212-218-5526	rdremluk@seyfarth.com dbartner@shearman.com	Counsel to Murata Electronics North America, Inc.; Fujikura America, Inc.
Shearman & Sterling LLP	Douglas Bartner, Jill Frizzley	599 Lexington Avenue		New York	NY	10022	212-848-4000	212-848-7179	jfrizzley@shearman.com kziman@stblaw.com	Local Counsel to the Debtors
Simpson Thatcher & Bartlett LLP	Kenneth S. Ziman, Robert H. Trust, William T. Russell, Jr.	425 Lexington Avenue		New York	NY	10017	212-455-2000	212-455-2502	rtrust@stblaw.com wrussell@stblaw.com jbutler@skadden.com	Counsel to Debtor's Prepetition Administrative Agent, JPMorgan Chase Bank, N.A.
Skadden, Arps, Slate, Meagher & Flom LLP	John Wm. Butler, John K. Lyons, Ron E. Meisler	333 W. Wacker Dr.	Suite 2100	Chicago	IL	60606	312-407-0700	312-407-0411	jlvonsch@skadden.com rmeisler@skadden.com	Counsel to the Debtor
Skadden, Arps, Slate, Meagher & Flom LLP	Kayalyn A. Marafioti, Thomas J. Matz	4 Times Square	P.O. Box 300	New York	NY	10036	212-735-3000	212-735-2000	kmarafio@skadden.com tmatz@skadden.com	Counsel to the Debtor

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	PHONE	FAX	EMAIL	PARTY / FUNCTION
Spencer Fane Britt & Browne LLP	Daniel D. Doyle	1 North Brentwood Boulevard	Tenth Floor	St. Louis	MO	63105	314-863-7733	314-862-4656	ddoyle@spencerfane.com	Counsel for Movant Retirees and Proposed Counsel for The Official Committee of Retirees
Spencer Fane Britt & Browne LLP	Nicholas Franke	1 North Brentwood Boulevard	Tenth Floor	St. Louis	MO	63105	314-863-7733	314-862-4656	nfranke@spencerfane.com	Counsel for Movant Retirees and Proposed Counsel for The Official Committee of Retirees
Stevens & Lee, P.C.	Chester B. Salomon, Constantine D. Pourakis	485 Madison Avenue	20th Floor	New York	NY	10022	2123198500	2123198505	cp@stevenslee.com cs@stevenslee.com	Counsel for Wamco, Inc.
Togut, Segal & Segal LLP	Albert Togut	One Penn Plaza	Suite 3335	New York	NY	10119	212-594-5000	212-967-4258	altoqut@teamtogut.com	Conflicts Counsel to the Debtors
Trustee of the Koury Family Trust	James N Koury	410 Reposado Dr		La Habra Heights	CA	90631				Equity Security Holders Committee Member
Tyco Electronics Corporation	MaryAnn Brereton, Assistant General Counsel	60 Columbia Road		Morristown	NJ	7960	973-656-8365	973-656-8805		Creditor Committee Member
United States Trustee	Alicia M. Leonhard	33 Whitehall Street	21st Floor	New York	NY	10004-2112	212-510-0500	212-668-2255 does not take service via fax		Counsel to United States Trustee
Warner Stevens, L.L.P.	Michael D. Warner	1700 City Center Tower II	301 Commerce Street	Fort Worth	TX	76102	817-810-5250	817-810-5255	mwarner@warnerstevens.com	Proposed Conflicts Counsel for the Official Committee of Unsecured Creditors
Weil, Gotshal & Manges LLP	Jeffrey L. Tanenbaum, Esq.	767 Fifth Avenue		New York	NY	10153	212-310-8000	212-310-8007	jeff.tanenbaum@weil.com	Counsel to General Motors Corporation
Weil, Gotshal & Manges LLP	Martin J. Bienenstock, Esq.	767 Fifth Avenue		New York	NY	10153	212-310-8000	212-310-8007	martin.bienenstock@weil.com	Counsel to General Motors Corporation
Weil, Gotshal & Manges LLP	Michael P. Kessler, Esq.	767 Fifth Avenue		New York	NY	10153	212-310-8000	212-310-8007	michael.kessler@weil.com	Counsel to General Motors Corporation
Wilmington Trust Company	Steven M. Cimalore	Rodney Square North	1100 North Market Street	Wilmington	DE	19890	302-636-6058	302-636-4143	scimalore@wilmingtontrust.com	Creditor Committee Member/Indenture Trustee

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP
Crusader Servicing Corporation		732 Montgomery Avenue		Narberth	PA	19072
Daniel A. Torrisi	New Brunswick City Clerk	78 Bayard Street		New Brunswick	NJ	08901
Dr. Carol O'Cleireacain, Deputy State Treasurer and Acting Director	New Jersey Division of Taxation,	50 Barrack Street,		Trenton	NJ	08695
Ed Reddy	Adler Industrial Services, Inc.	95-123 Firmenich Way		Newark	NJ	07114
Edwin J. Walters, Jr., Darrell J. Papillion	Moore, Walters, Thompson, Thomas, Papillion & Cullens	6513 Perkins Road		Baton Rouge	LA	70808
Elaine M. Flynn	Middlesex County Clerk	County Administration Building	75 Bayard Street, P.O. Box 1110, County Clerk 4th Floor	New Brunswick	NJ	08901
Eva Kolb	Northeast Regional Office Securities and Exchange Commission	3 World Financial Center	Room 4300	New York	NY	10281
Geri Margin	North Brunswick Township Public Schools, Administrative Offices	Maple Meade School	Old Georges Road	North Brunswick	NJ	08902
Hector Canales	Canales & Simonson, P. C.	2601 Morgan Avenue		Corpus Christie	TX	78405
Insolvency	Internal Revenue Service	290 Broadway	5th Floor	New York	NY	10007
Insolvency	Environmental Protection Agency	Ariel Building	1200 Pennsylvania Ave, N.W.	Washington	DC	20460
Jacqueline J. Ertl, Vice President and General Counsel	Johnson Controls Inc.	5757 North Green Bay Avenue	Mail Stop X-18	Milwaukee	WI	53209
James T. Phillips	Treasurer of Middlesex County	County Administration Building	75 Bayard Street, P.O. Box 1110, County Clerk 4th Floor	New Brunswick	NJ	08901
Jeff C. Spahn	Martin, Pringle, Oliver, Wallace & Bauer, L.L.P.	100 North Braodway	Suite 500	Wichita	KS	67202
John B. Quinn	Quinn, Emanuel, Urquhart & Oliver & Hedges LLP	865 S. Figueroa Street	10th Floor	Los Angeles	CA	90017-2543
John Robertson, Mark Carrigan	Carrigan, McCloskey & Roberson, LLO	5300 Memorial Drive	Suite 700	Houston	TX	77007
John W. Rasmussen, Dale W. Robinson, Jay M. Allen	Johnson, Rasmussen, Robinson & Allen, P.L.C.	48 North MacDonald Street		Mesa	AZ	85201
Jonathan D. Selbin, Rachel Geman	Lieff, Cabaser, Heiman & Bernstein, LLP	780 Third Avenue	48th Floor	New York	NY	10017
Josh Gradwohl	New Jersey Department of Environmental Protection	401 East State Street, 5th Floor	PO Box 028	Trenton	NJ	08625
Lisa J. Leebove	Lieff, Cabraser, Heimann & Bernstein, LLP	Embarcadero Center West	275 Battery Street, 30th Floor	San Francisco	CA	94111
Lori J. Gabrielle		39 Boomcrang Road 8120		Aspen	CO	81611
Michael J. Garcia	United States Attorney, SDNY	1 St. Andrews Plaza		New York City	NY	10007
New Brunswick Tax Collector's Office		78 Bayard Street		New Brunswick	NJ	08901
Office of the Tax Collector	City of New Brunswick	City Hall	78 Bayard St.,	New Brunswick	NJ	08903
Patricia Schrage	Northeast Regional Office Securities and Exchange Commission	3 World Financial Center	Room 4300	New York	NY	10281
Peter Morris	PDM Group Inc.	1258 South River Road		Cranbury	NJ	08512
Regional Administrator	Environmental Protection Agency, Region 2	290 Broadway		New York	NY	10007-1866
Regional Administrator	Environmental Protection Agency, Region 4	Atlanta Federal Building	61 Forsyth Street, SW	Atlanta	GA	30303
Steve Bobo	Sachnoff & Weaver	10 South Wacker		Chicago	IL	60606
Steve Danneker	AM Sheet Metal	410 W 2nd Ave		S. Williamsport	PA	17702

EXHIBIT B

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	PHONE	FAX	EMAIL	PARTY / FUNCTION
Brown Rudnick Berlack Israels LLP	Robert J. Stark	Seven Times Square		New York	NY	10036	212-209-4800	212-209-4801	rstark@brownrudnick.com	Indenture Trustee
Cohen, Weiss & Simon	Bruce Simon	330 W. 42nd Street		New York	NY	10036	212-356-0231	212-695-5436	bsimon@cwsny.com	
Curtis, Mallet-Prevost, Colt & Mosle LLP	Steven J. Reisman	101 Park Avenue		New York	NY	10178-0061	212-696-6000	212-697-1559	sreisman@cm-p.com	Counsel for Flextronics International, Inc., Flextronics International USA, Inc.; Multek Flexible Circuits, Inc.; Sheldahl de Mexico S.A. de C.V.; Northfield Acquisition Co.; Flextronics Asia-Pacific Ltd.; Flextronics Technology (M) Sdn. Bhd
Davis, Polk & Wardwell	Donald Bernstein Brian Resnick	450 Lexington Avenue		New York	NY	10017	212-450-4092 212-450-4213	212-450-3092 212-450-3213	donald.bernstein@dpw.com brian.resnick@dpw.com	Counsel to Debtor's Postpetition Administrative Agent
Delphi Corporation	Sean Corcoran, Karen Craft	5725 Delphi Drive		Troy	MI	48098	248-813-2000	248-813-2670	sean.p.corcoran@delphi.com karen.j.craft@delphi.com	Debtors
Electronic Data Systems Corp.	Michael Nefkens	5505 Corporate Drive MSIA		Troy	MI	48098	248-696-1729	248-696-1739	mike.nefkens@eds.com	Creditor Committee Member
Flextronics International Flextronics International USA, Inc.	Carrie L. Schiff Paul W. Anderson	305 Interlocken Parkway 2090 Fortune Drive		Broomfield San Jose	CO CA	80021 95131	303-927-4853 408-428-1308	303-652-4716	cschiff@flextronics.com paul.anderson@flextronics.com	Counsel for Flextronics International Counsel for Flextronics International USA, Inc.
Freescall Semiconductor, Inc.	Richard Lee Chambers, III	6501 William Cannon Drive West	MD: OE16	Austin	TX	78735	512-895-6357	512-895-3090	trey.chambers@freescall.com	Creditor Committee Member
Fried, Frank, Harris, Shriver & Jacobson	Brad Eric Sheler Bonnie Steingart Vivek Melwani Jennifer L. Rodburg Richard J. Slivinski	One New York Plaza		New York	NY	10004	212-859-8000	212-859-4000	rodbuie@ffhsi.com sliviri@ffhsi.com	Proposed Counsel to Equity Security Holders Committee
FTI Consulting, Inc.	Randall S. Eisenberg	3 Times Square	11th Floor	New York	NY	10036	212-247-1010	212-841-9350	randall.eisenberg@fticonsulting.com	Financial Advisors to Debtors
General Electric Company	Valerie Venable	9930 Kinsey Avenue 1701 Pennsylvania Avenue, NW		Huntersville Washington	NC DC	28078 20006	704-992-5075 202-857-0620	866-585-2386 202-659-4503	valerie.venable@ge.com lhassel@groom.com	Creditor Committee Member
Groom Law Group	Lonie A. Hassel			Washington	DC	20006	202-857-0620	202-659-4503	lhassel@groom.com	Counsel for Employee Benefits
Hodgson Russ LLP	Stephen H. Gross	152 West 57th Street	35th Floor	New York	NY	10019	212-751-4300	212-751-0928	sgross@hodgsonruss.com	Counsel for Hexcel Corporation
Honigman Miller Schwartz and Cohn LLP	Frank L. Gorman, Esq.	2290 First National Building	660 Woodward Avenue	Detroit	MI	48226-3583	313-465-7000	313-465-8000	fgorman@honigman.com	Counsel to General Motors Corporation
Honigman Miller Schwartz and Cohn LLP	Robert B. Weiss, Esq.	2290 First National Building	660 Woodward Avenue	Detroit	MI	48226-3583	313-465-7000	313-465-8000	rweiss@honigman.com	Counsel to General Motors Corporation
IUE-CWA	Henry Reichard	2360 W. Dorothy Lane	Suite 201	Dayton	OH	45439	937-294-7813	937-294-9164	hreichard@iuecwa@aol.com	Creditor Committee Member
Jefferies & Company, Inc.	William Q. Derrough	520 Madison Avenue	12th Floor	New York	NY	10022	212-284-2521	212-284-2470	bderrough@jefferies.com thomas.f.maher@chase.com richard.duker@jpmorgan.com gianni.russello@jpmorgan.com	UCC Professional
JPMorgan Chase Bank, N.A.	Thomas F. Maher, Richard Duker, Gianni Russello	270 Park Avenue		New York	NY	10017	212-270-0426	212-270-0430	thomas.f.maher@chase.com richard.duker@jpmorgan.com gianni.russello@jpmorgan.com	Postpetition Administrative Agent
JPMorgan Chase Bank, N.A.	Vilma Francis	270 Park Avenue		New York	NY	10017	212-270-5484	212-270-4016	vilma.francis@jpmorgan.com	Prepetition Administrative Agent
Kramer Levin Naftalis & Frankel LLP	Gordon Z. Novod	1177 Avenue of the Americas		New York	NY	10036	212-715-9100	212-715-8000	gnovod@kramerlevin.com	Counsel Data Systems Corporation; EDS Information Services, LLC
Kramer Levin Naftalis & Frankel LLP	Thomas Moers Mayer	1177 Avenue of the Americas		New York	NY	10036	212-715-9100	212-715-8000	tmayer@kramerlevin.com	Counsel Data Systems Corporation; EDS Information Services, LLC
Kurtzman Carson Consultants	James Le	12910 Culver Blvd.	Suite I	Los Angeles	CA	90066	310-751-1511	310-751-1561	jle@kccllc.com	Noticing and Claims Agent
Latham & Watkins LLP	Robert J. Rosenberg	885 Third Avenue		New York	NY	10022	212-906-1370	212-751-4864	robert.rosenberg@lw.com	Counsel to Official Committee of Unsecured Creditors
Law Debenture Trust of New York	Daniel R. Fisher	767 Third Ave.	31st Floor	New York	NY	10017	212-750-6474	212-750-1361	daniel.fisher@lawdeb.com	Indenture Trustee
Law Debenture Trust of New York	Patrick J. Healy	767 Third Ave.	31st Floor	New York	NY	10017	212-750-6474	212-750-1361	patrick.healy@lawdeb.com	Indenture Trustee

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	PHONE	FAX	EMAIL	PARTY / FUNCTION
McDermott Will & Emery LLP	David D. Cleary	227 West Monroe Street		Chicago	IL	60606	312-372-2000	312-984-7700	dcleary@mwe.com	Counsel for Recticel North America, Inc.
McDermott Will & Emery LLP	Mohsin N. Khambati	227 West Monroe Street		Chicago	IL	60606	312-372-2000	312-984-7700	mkhambati@mwe.com	Counsel for Recticel North America, Inc.
McTigue Law Firm	J. Brian McTigue	5301 Wisconsin Ave. N.W.	Suite 350	Washington	DC	20015	202-364-6900	202-364-9960	bmctigue@mctiquelaw.com	Counsel for Movant Retirees and Proposed Counsel for The Official Committee of Retirees
McTigue Law Firm	Cornish F. Hitchcock	5301 Wisconsin Ave. N.W.	Suite 350	Washington	DC	20015	202-364-6900	202-364-9960	conh@mctiquelaw.com	Counsel for Movant Retirees and Proposed Counsel for The Official Committee of Retirees
Mesirow Financial	Leon Szlezinger	666 Third Ave	21st Floor	New York	NY	10017	212-808-8366	212-682-5015	lszlezinger@mesirofinancial.com	UCC Professional
Morrison Cohen LLP	Joseph T. Moldovan, Esq.	909 Third Avenue		New York	NY	10022	2127358603	9175223103	jmoldovan@morrisoncohen.com	Counsel for Blue Cross and Blue Shield of Michigan
Northeast Regional Office	Mark Schonfeld, Regional Director	3 World Financial Center	Room 4300	New York	NY	10281	212-336-1100	212-336-1323	newyork@sec.gov	Securities and Exchange Commission
Office of New York State	Attorney General Eliot Spitzer	120 Broadway		New York City	NY	10271	212-416-8000	212-416-6075	ServeAG@oag.state.ny.us	New York Attorney General's Office
O'Melveny & Meyer LLP	Robert Siegel	400 South Hope Street		Los Angeles	CA	90071	213-430-6000	213-430-6407	rsiegel@omm.com	Special Labor Counsel
O'Melveny & Meyer LLP	Tom A. Jerman, Rachel Janger	1625 Eye Street, NW		Washington	DC	20006	202-383-5300	202-383-5414	tjerman@omm.com	Special Labor Counsel
Pension Benefit Guaranty Corporation	Jeffrey Cohen	1200 K Street, N.W.	Suite 340	Washington	DC	20005	202-326-4020	202-326-4112	garrick.sandra@pbqc.gov efile@pbqc.gov	Counsel for Pension Benefit Guaranty Corporation
Pension Benefit Guaranty Corporation	Ralph L. Landy	1200 K Street, N.W.	Suite 340	Washington	DC	20005-4026	2023264020	2023264112	landy.ralph@pbqc.gov	Chief Counsel for the Pension Benefit Guaranty Corporation
Phillips Nizer LLP	Sandra A. Riemer	666 Fifth Avenue 1251 Avenue of the Americas		New York	NY	10103	212-841-0589	212-262-5152	sriemer@phillipsnizer.com	Counsel for Freescale Semiconductor, Inc., f/k/a Motorola Semiconductor Systems
Rothchild Inc.	David L. Resnick	1270 Avenue of the Americas		New York	NY	10020	212-403-3500	212-403-5454	david.resnick@us.rothschild.com	Financial Advisor
Seyfarth Shaw LLP	Robert W. Dremluk	1270 Avenue of the Americas	Suite 2500	New York	NY	10020-1801	2122185500	2122185526	rdremluk@seyfarth.com	Counsel to Murata Electronics North America, Inc.; Fujikura America, Inc.
Shearman & Sterling LLP	Douglas Bartner, Jill Frizzley	599 Lexington Avenue		New York	NY	10022	212-8484000	212-848-7179	dbartner@shearman.com jfrizzley@shearman.com	Local Counsel to the Debtors
Simpson Thatcher & Bartlett LLP	Kenneth S. Ziman, Robert H. Trust, William T. Russell, Jr.	425 Lexington Avenue		New York	NY	10017	212-455-2000	212-455-2502	kziman@stblaw.com rtrust@stblaw.com wrussell@stblaw.com	Counsel to Debtor's Prepetition Administrative Agent, JPMorgan Chase Bank, N.A.
Skadden, Arps, Slate, Meagher & Flom LLP	John Wm. Butler, John K. Lyons, Ron E. Meisler	333 W. Wacker Dr.	Suite 2100	Chicago	IL	60606	312-407-0700	312-407-0411	jbutler@skadden.com jlvonsch@skadden.com rmeisler@skadden.com	Counsel to the Debtor
Skadden, Arps, Slate, Meagher & Flom LLP	Kayalyn A. Marafioti, Thomas J. Matz	4 Times Square	P.O. Box 300	New York	NY	10036	212-735-3000	212-735-2000	kmarafo@skadden.com tmatz@skadden.com	Counsel to the Debtor
Spencer Fane Britt & Browne LLP	Daniel D. Doyle	1 North Brentwood Boulevard	Tenth Floor	St. Louis	MO	63105	314-863-7733	314-862-4656	ddoyle@spencerfane.com	Counsel for Movant Retirees and Proposed Counsel for The Official Committee of Retirees
Spencer Fane Britt & Browne LLP	Nicholas Franke	1 North Brentwood Boulevard	Tenth Floor	St. Louis	MO	63105	314-863-7733	314-862-4656	nfranke@spencerfane.com	Counsel for Movant Retirees and Proposed Counsel for The Official Committee of Retirees
Stevens & Lee, P.C.	Chester B. Salomon, Constantine D. Pourakis	485 Madison Avenue	20th Floor	New York	NY	10022	2123198500	2123198505	cp@stevenslee.com cs@stevenslee.com	Counsel for Wamco, Inc.
Togut, Segal & Segal LLP	Albert Togut	One Penn Plaza	Suite 3335	New York	NY	10119	212-594-5000	212-967-4258	altogut@teamtogut.com	Conflicts Counsel to the Debtors
Warner Stevens, L.L.P.	Michael D. Warner	1700 City Center Tower II	301 Commerce Street	Fort Worth	TX	76102	817-810-5250	817-810-5255	mwarner@warnerstevens.com	Proposed Conflicts Counsel for the Official Committee of Unsecured Creditors
Weil, Gotshal & Manges LLP	Jeffrey L. Tanenbaum, Esq.	767 Fifth Avenue		New York	NY	10153	212-310-8000	212-310-8007	jeff.tanenbaum@weil.com	Counsel to General Motors Corporation
Weil, Gotshal & Manges LLP	Martin J. Bienenstock, Esq.	767 Fifth Avenue		New York	NY	10153	212-310-8000	212-310-8007	martin.bienenstock@weil.com	Counsel to General Motors Corporation

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	PHONE	FAX	EMAIL	PARTY / FUNCTION
Weil, Gotshal & Manges LLP	Michael P. Kessler, Esq.	767 Fifth Avenue		New York	NY	10153	212-310-8000	212-310-8007	michael.kessler@weil.com	Counsel to General Motors Corporation
Wilmington Trust Company	Steven M. Cimalore	Rodney Square North	1100 North Market Street	Wilmington	DE	19890	302-636-6058	302-636-4143	scimalore@wilmingtontrust.com	Creditor Committee Member/Indenture Trustee

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY	PHONE	FAX	EMAIL	PARTY / FUNCTION
Airgas, Inc.	David Boyle	259 Radnor-Chester Road, Suite 100	P.O. Box 6675	Radnor	PA	19087-8675		610-230-3064	310-687-1052	david.boyle@airgas.com	Counsel for Airgas, Inc.
Ajamie LLP	Thomas A. Ajamie	711 Louisiana	Suite 2150	Houston	TX	77002		713-860-1600	713-860-1699	tajamie@ajamie.com	Counsel for SANLUIS Rassini International, Inc.; Rassini, S.A. de C.V.
Akin Gump Strauss Hauer & Feld, LLP	Peter J. Gurfein	2029 Centure Park East	Suite 2400	Los Angeles	CA	90067		310-552-6696	310-229-1001	pgurfein@akingump.com	Counsel for Wamco, Inc.
Allen Matkins Leck Gamble & Mallory LLP	Michael S. Greger	1900 Main Street	Fifth Floor	Irvine	CA	92614-7321		949-553-1313	949-553-8354	mgregger@allenmatkins.com	Counsel for Kilroy Realty, L.P.
Alston & Bird, LLP	Craig E. Freeman	90 Park Avenue		New York	NY	10016		212-210-9400	212-922-3891	craig.freeman@alston.com	Counsel for Cadence Innovation, LLC
Alston & Bird, LLP	Dennis J. Connolly; David A. Wender	1201 West Peachtree Street		Atlanta	GA	30309		404-881-7269	404-253-8554	dconnolly@alston.com dwender@alston.com	Counsel for Cadence Innovation, LLC
Ambrake Corporation	Ronald L. Jones	300 Ring Road		Elizabethtown	KY	42701		270-765-0208	270-234-2395	rjones@ambrake.com	Representative for Ambrake Corporation
American Axle & Manufacturing, Inc.	Steven R. Keyes	One Dauch Drive, Mail Code 6E-2-42		Detroit	MI	48243		313-758-4868		steven.keyes@aam.com	Representative for American Axle & Manufacturing, Inc.
Andrews Kurth LLP	Gogi Malik	1717 Main Street	Suite 3700	Dallas	TX	75201		214-659-4400	214-659-4401	gogimalik@andrewskurth.com	Counsel for ITW Mortgage Investments IV, Inc.
Andrews Kurth LLP	Monica S. Blacker	1717 Main Street	Suite 3700	Dallas	TX	75201		214-659-4400	214-659-4401	mblacker@andrewskurth.com	Counsel for ITW Mortgage Investments IV, Inc.
Angelo, Gordon & Co.	Leigh Walzer	245 Park Avenue	26th Floor	New York	NY	10167		212-692-8251	212-867-6395	lwalzer@angelogordon.com	
Anglin, Flewelling, Rasmussen, Campbell & Trytten, LLP	Mark T. Flewelling	199 South Los Robles Avenue	Suite 600	Pasadena	CA	91101-2459		626-535-1900	626-577-7764	mtf@afrcr.com	Counsel for Stanley Electric Sales of America, Inc.
APS Clearing, Inc.	Andy Leinhoff	1301 S. Capital of Texas Highway	Suite B-220	Austin	TX	78746		512-314-4416	512-314-4462	aleinhoff@amph.com	Counsel for APS Clearing, Inc.
APS Clearing, Inc.	Matthew Hamilton	1301 S. Capital of Texas Highway	Suite B-220	Austin	TX	78746		512-314-4416	512-314-4462	mhamilton@ampn.com	Counsel for APS Clearing, Inc.
Arent Fox PLLC	Mitchell D. Cohen	1675 Broadway		New York	NY	10019		212-484-3900	212-484-3990	Cohen.Mitchell@arentfox.com	Counsel for Pullman Bank and Trust Company
Arent Fox PLLC	Robert M. Hirsh	1675 Broadway		New York	NY	10019		212-484-3900	212-484-3990	Hirsh.Robert@arentfox.com	Counsel for Pullman Bank and Trust Company
Arnall Golden Gregory LLP	Darryl S. Laddin	171 17th Street NW	Suite 2100	Atlanta	GA	30363-1031		404-873-8120	404-873-8121	dladdin@agg.com	Counsel to Daishinku (America) Corp. d/b/a KDS America ("Daishinku"), SBC Telecommunications, Inc. (SBC)
Arnold & Porter LLP	Joel M. Gross	555 Twelfth Street, N.W.		Washington	D.C.	20004-1206		202-942-5000	202-942-5999	joel_gross@aporter.com	Counsel for CSX Transportation, Inc.
ATS Automation Tooling Systems Inc.	Carl Galloway	250 Royal Oak Road		Cambridge	Ontario	N3H 4R6	Canada	519-653-4483	519-650-6520	cgalloway@atsautomation.com	Company
Barack, Ferrazzano, Kirschbaum Perlman, & Nagelberg LLP	Kimberly J. Robinson	333 West Wacker Drive	Suite 2700	Chicago	IL	60606		312-629-5170	312-984-3150	kim.robinson@bfkpn.com	Counsel for Motion Industries, Inc.
Barack, Ferrazzano, Kirschbaum Perlman, & Nagelberg LLP	William J. Barrett	333 West Wacker Drive	Suite 2700	Chicago	IL	60606		312-629-5170	312-984-3150	william.barrett@bfkpn.com	Counsel for Motion Industries, Inc.
Barnes & Thornburg LLP	Alan K. Mills	11 S. Meridian Street		Indianapolis	IN	46204		317-236-1313	317-231-7433	alan.mills@btlaw.com	Counsel for Mays Chemical Company
Barnes & Thornburg LLP	John T. Gregg	300 Ottawa Avenue, NW	Suite 500	Grand Rapids	MI	49503		616-742-3930	626-742-3999	john.gregg@btlaw.com	Counsel to Priority Health; Clarion Corporation of America
Barnes & Thornburg LLP	Michael K. McCrory	11 S. Meridian Street		Indianapolis	IN	46204		317-236-1313	317-231-7433	michael.mccrory@btlaw.com	Counsel for Gibbs Die Casting Corporation; Clarion Corporation of America
Barnes & Thornburg LLP	Patrick E. Mears	300 Ottawa Avenue, NW	Suite 500	Grand Rapids	MI	49503		616-742-3936	616-742-3999	pmears@btlaw.com	Counsel to Armada Rubber Manufacturing Company, Bank of America Leasing & Leasing & Capital, LLC, & AutoCam Corporation
Barnes & Thornburg LLP	Wendy D. Brewer	11 S. Meridian Street		Indianapolis	IN	46204		317-236-1313	317-231-7433	wendy.brewer@btlaw.com	Counsel for Gibbs Die Casting Corporation
Bartlett Hackett Feinberg P.C.	Frank F. McGinn	155 Federal Street	9th Floor	Boston	MA	02110		617-422-0200	617-422-0383	ffm@bostonbusinesslaw.com	Counsel for Iron Mountain Information Management, Inc.
Beeman Law Office	Thomas M Beeman	33 West 10th Street	Suite 200	Anderson	IN	46016		765-640-1330	765-640-1332	tom@beemanlawoffice.com	Counsel for Madison County (Indiana) Treasurer
Bernstein Litowitz Berger & Grossman	Hannah E. Greenwald	1285 Avenue of the Americas		New York	NY	10019		212-554-1411	2125541444	hannah@blbglaw.com	Counsel for Teachers Retirement System of Oklahoma; Public Employees's Retirement System of Mississippi; Raifeisen Kapitalanlage-Gesellschaft m.b.H and Stichting Pensioenfonds ABP

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY	PHONE	FAX	EMAIL	PARTY / FUNCTION
Bernstein Litowitz Berger & Grossman	John P. Coffey	1285 Avenue of the Americas		New York	NY	10019		212-554-1409	2125541444		Counsel for Teachers Retirement System of Oklahoma; Public Employees's Retirement System of Mississippi; Raffeisen Kapitalanlage-Gesellschaft m.b.H and Stichting Pensioenfonds ABP
Bernstein Litowitz Berger & Grossman	Wallace A. Showman	1285 Avenue of the Americas		New York	NY	10019		212-554-1429	212-554-1444	sean@blbglaw.com	Counsel for SANLUIS Rassinini International, Inc.; Rassinini, S.A. de C.V.
Berry Moorman P.C.	James P. Murphy	535 Griswold	Suite 1900	Detroit	MI	48226		313-496-1200	313-496-1300	wallace@blbglaw.com	Counsel for Kamax L.P.; Optrex America, Inc.
Bialson, Bergen & Schwab	Kenneth T. Law, Esq.	2600 El Camino Real	Suite 300	Palo Alto	CA	94306		650-857-9500	650-494-2738	murph@berrymoorman.com	Counsel to UPS Supply Chain Solutions, Inc.
Bialson, Bergen & Schwab	Lawrence M. Schwab, Esq.	2600 El Camino Real	Suite 300	Palo Alto	CA	94306		650-857-9500	650-494-2738	klaw@bbslaw.com	Counsel to UPS Supply Chain Solutions, Inc.; Soletron Corporation; Soletron De Mexico SA de CV; Soletron Invtronics; Coherent, Inc.; Veritas Software Corporation
Bialson, Bergen & Schwab	Patrick M. Costello, Esq.	2600 El Camino Real	Suite 300	Palo Alto	CA	94306		650-857-9500	650-494-2738	lschwab@bbslaw.com	Soletron Corporation; Soletron de Mexico SA de CV; Soletron Invtronics and Coherent, Inc.
Bialson, Bergen & Schwab	Thomas M. Gaa	2600 El Camino Real	Suite 300	Palo Alto	CA	94306		650-857-9500	650-494-2738	pcostello@bbslaw.com	Counsel to Veritas Software Corporation
Blank Rome LLP	Bonnie Giantz Fatell	Chase Manhattan Centre	1201 Market Street, Suite 800	Wilmington	DE	19801		302-425-6423	302-428-5110	tgaa@bbslaw.com	Counsel for Special Devices, Inc.
Blank Rome LLP	Marc E. Richards	The Chrysler Building	405 Lexington Avenue	New York	NY	10174		212-885-5000	212-885-5002	fatell@blankrome.com	Counsel for DENSO International America, Inc.
Bodman LLP	Ralph E. McDowell	100 Renaissance Center	34th Floor	Detroit	MI	48243		313-393-7592	313-393-7579	mrichards@blankrome.com	Counsel for Freudenberg-NOK; General Partnership; Freudenberg NOK, Inc.; Flextech, Inc.; Vibracoustic de Mexico, S.A. de C.V.; Lear Corporation; American Axle & Manufacturing, Inc.
Bond, Schoeneck & King, PLLC	Camille W. Hill	One Lincoln Center	18th Floor	Syracuse	NY	13202		315-218-8000	315-218-8100	rmcdowell@bodmanllp.com	Counsel for Marquardt GmbH and Marquardt Switches, Inc.; Tessy Plastics Corp.
Bond, Schoeneck & King, PLLC	Charles J. Sullivan	One Lincoln Center	18th Floor	Syracuse	NY	13202		315-218-8000	315-218-8100	chill@bsk.com	Counsel for Diemolding Corporation
Bond, Schoeneck & King, PLLC	Stephen A. Donato	One Lincoln Center	18th Floor	Syracuse	NY	13202		315-218-8000	315-218-8100	csullivan@bsk.com	Counsel for Marquardt GmbH and Marquardt Switches, Inc.; Tessy Plastics Corp; Diemolding Corporation
Bose McKinney & Evans LLP	Jeannette Eisan Hinshaw	135 N. Pennsylvania Street	Suite 2700	Indianapolis	IN	46204		317-684-5296	317-684-5173	sdonato@bsk.com	Counsel for Decatur Plastics Products, Inc. and Eikenberry & Associates, Inc.; Lorentson Manufacturing, Company, Inc.; Lorentson Tooling, Inc.; L & S Tools, Inc.; Hewitt Tool & Die, Inc.
Boult, Cummings, Conners & Berry, PLC	Austin L. McMullen	1600 Division Street, Suite 700	PO Box 34005	Nashville	TN	37203		615-252-2307	615-252-6307	jhinshaw@boselaw.com	Counsel for Calsonic Kasei North America, Inc.; Calsonic Harrison Co., Ltd.
Boult, Cummings, Conners & Berry, PLC	Roger G. Jones	1600 Division Street, Suite 700	PO Box 34005	Nashville	TN	37203		615-252-2307	615-252-6307	amcmullen@bccb.com	Counsel for Calsonic Kasei North America, Inc.; Calsonic Harrison Co., Ltd.
Brown & Connery, LLP	Donald K. Ludman	6 North Broad Street		Woodbury	NJ	08096		856-812-8900	856-853-9933	rjones@bccb.com	Counsel for SAP America, Inc.
Buchalter Nemer, A Profesional Corporation	Shawn M. Christianson	333 Market Street	25th Floor	San Francisco	CA	94105-2126		415-227-0900	415-227-0770	dludman@brownconnery.com	Counsel for Oracle USA, Inc.; Oracle Credit Corporation
Burr & Forman LLP	Michael Leo Hall	420 North Twentieth Street	Suite 3100	Birmingham	AL	35203		(205) 458-5367	(205) 244-5651	schristianson@buchalter.com	Counsel to Mercedes-Benz U.S. International, Inc.
Cage Williams & Abelman, P.C.	Steven E. Abelman	1433 Seventeenth Street		Denver	CO	80202		303-295-0202		mhall@burr.com	Counsel for United Power, Inc.
Cahill Gordon & Reindel LLP	Jonathan Greenberg	80 Pine Street		New York	NY	10005		212-701-3000	732-205-6777	sabelman@cagewilliams.com	Counsel to Engelhard Corporation
Cahill Gordon & Reindel LLP	Robert Usadi	80 Pine Street		New York	NY	10005		212-701-3000	212-269-5420	jonathan.greenberg@engelhard.com	Counsel to Engelhard Corporation
										rusadi@cahill.com	

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY	PHONE	FAX	EMAIL	PARTY / FUNCTION
Calinoff & Katz, LLP	Dorothy H. Marinis-Riggio	140 East 45th Street	17th Floor	New York	NY	10017		212-826-8800	212-644-5123	driggio@candklaw.com	Counsel for Computer Patent Annuities Limited Partnership, Hydro Aluminum North America, Inc., Hydro Aluminum Adrian, Inc., Hydro Aluminum Precision Tubing NA, LLC, Hydro Aluminum Ellay Enfield Limited, Hydro Aluminum Rockledge, Inc., Norsk Hydro Canada, Inc., Emhart Technologies LLL and Adell Plastics, Inc.
Carson Fischer, P.L.C.	Robert A. Weisberg	300 East Maple Road	Third Floor	Birmingham	MI	48009-6317		248-644-4840	248-644-1832	rweisberg@carsonfischer.com	Counsel for Cascade Die Casting Group, Inc.
Carter Ledyard & Milburn LLP	Aaron R. Cahn	2 Wall Street		New York	NY	10005		212-732-3200	212-732-3232	cahn@clm.com	Counsel for STMicroelectronics, Inc.
Clark Hill PLC	Joel D. Applebaum	500 Woodward Avenue	Suite 3500	Detroit	MI	48226-3435		313-965-8300	313-965-8252	japplebaum@clarkhill.com	Counsel for BorgWarner Turbo Systems Inc.; Metaldyne Company, LLC
Clark Hill PLLC	Robert D. Gordon	500 Woodward Avenue	Suite 3500	Detroit	MI	48226-3435		313-965-8572	313-965-8252	rgordon@clarkhill.com	Counsel for ATS Automation Tooling Systems Inc.
Cleary Gottlieb Steen & Hamilton LLP	Deborah M. Buell	One Liberty Plaza		New York	NY	10006		212-225-2000	212-225-3999	maofiling@cgsh.com	Counsel for Amesex Electricos Automotrices, S.A.de C.V.; Cordaflex, S.A. de C.V.
Cleary, Gottlieb, Steen & Hamilton LLP	James L. Bromley	One Liberty Plaza		New York	NY	10006		212-225-2000	212-225-3999	maofiling@cgsh.com	Counsel for Bear, Stearns, Co. Inc.; Citigroup, Inc.; Credit Suisse First Boston; Deutsche Bank Securities, Inc.; Goldman Sachs Group, Inc.; JP Morgan Chase & Co.; Lehman Brothers, Inc.; Merrill Lynch & Co.; Morgan Stanley & Co., Inc.; UBS Securities, LLC
Cohen & Grigsby, P.C.	Thomas D. Maxson	11 Stanwix Street	15th Floor	Pittsburgh	PA	15222-1319		412-297-4706	412-209-1837	tmaxson@cohenlaw.com	Counsel for Nova Chemicals, Inc.
Cohen, Weiss & Simon LLP	Joseph J. Vitale	330 West 42nd Street		New York	NY	10036		212-356-0238	646-473-8238	jvitale@cwsny.com	Counsel for International Union, United Automobile, Aerospace and Agriculture Implement Works of America (UAW)
Cohn Birnbaum & Shea P.C.	Scott D. Rosen, Esq.	100 Pearl Street, 12th Floor		Hartford	CT	06103		860-493-2200	860-727-0361	srosen@cb-shea.com	Counsel to Floyd Manufacturing Co., Inc.
Colbert & Winstead, P.C.	Amy Wood Malone	1812 Broadway		Nashville	TN	37203		615-321-0555	615-321-9555	amalone@colwinlaw.com	Counsel for Averitt Express, Inc.
Conlin, McKenney & Philbrick, P.C.	Bruce N. Elliott	350 South Main Street	Suite 400	Ann Arbor	MI	48104		734-971-9000	734-971-9001	elliott@cmplaw.com	Counsel to Brazeway, Inc.
Connolly Bove Lodge & Hutz LLP	Jeffrey C. Wisler, Esq.	1007 N. Orange Street	P.O. Box 2207	Wilmington	DE	19899		302-658-9141	302-658-0380	jwisler@cblh.com	Counsel to ORIX Warren, LLC
Contrarian Capital Management, L.L.C.	Mark Lee, Janice Stanton, Bill Raine, Seth Lax	411 West Putnam Avenue	Suite 225	Greenwich	CT	06830		203-862-8200	203-629-1977	mlee@contrariancapital.com jstanton@contrariancapital.com wrairie@contrariancapital.com solax@contrariancapital.com	Counsel to Contrarian Capital Management, L.L.C.
Coolidge, Wall, Womsley & Lombard Co. LPA	Sylvie J. Derrien	33 West First Street	Suite 600	Dayton	OH	45402		(230) 862-8231 937-223-8177	(203) 629-1977 937-223-6705	derrien@coollaw.com	Counsel for Harco Industries, Inc.; Harco Brake Systems, Inc.; Dayton Supply & Tool Company
Coolidge, Wall, Womsley & Lombard Co. LPA	Ronald S. Pretekin	33 West First Street	Suite 600	Dayton	OH	45402		937-223-8177	937-223-6705	Pretekin@coollaw.com	Counsel for Harco Industries, Inc.; Harco Brake Systems, Inc.; Dayton Supply & Tool Company
Coolidge, Wall, Womsley & Lombard Co. LPA	Steven M. Wachstein	33 West First Street	Suite 600	Dayton	OH	45402		937-223-8177	937-223-6705	wachstein@coollaw.com	Counsel for Harco Industries, Inc.; Harco Brake Systems, Inc.; Dayton Supply & Tool Company
Cornell University	Nancy H. Pagliaro	Office of University Counsel	300 CCC Building, Garden Avenue	Ithaca	NY	14853-2601		607-255-5124	607-254-3556	nhp4@cornell.edu	Paralegal/Counsel for Cornell University
Covington & Burling	Susan Power Johnston	1330 Avenue of the Americas		New York	NY	10019		212-841-1005	646-441-9005	sjohnston@cov.com	Special Counsel to the Debtor
Curtin & Heefner, LLP	Daniel P. Mazo	250 N. Pennsylvania Avenue		Morrisville	PA	19067		215-736-2521	215-736-3647	dpm@curtinheefner.com	Counsel for SPS Technologies, LLC; NSS Technologies, Inc.; SPS Technologies Waterford Company; Greer Stop Nut, Inc.

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY	PHONE	FAX	EMAIL	PARTY / FUNCTION
Curtin & Heefner, LLP	Robert Szwajkos	250 N. Pennsylvania Avenue		Morrisville	PA	19067		215-736-2521	215-736-3647	rsz@curtinheefner.com	Counsel for SPS Technologies, LLC; NSS Technologies, Inc.; SPS Technologies Waterford Company; Greer Stop Nut, Inc.
Curtis, Mallet-Prevost, Colt & Mosle LLP	Andrew M. Thau	101 Park Avenue		New York	NY	10178-0061		212-696-8898	917-368-8898	athau@cm-p.com	Counsel for Flextronics International, Inc.; Flextronics International USA, Inc.; Multek Flexible Circuits, Inc.; Sheldahl de Mexico S.A.de C.V.; Northfield Acquisition Co.; Flextronics Asia-Pacific Ltd.; Flextronics Technology (M) Sdn. Bhd
Curtis, Mallet-Prevost, Colt & Mosle LLP	David S. Karp	101 Park Avenue		New York	NY	10178-0061		212-696-6065	212-697-1559	dkarp@cm-p.com	Counsel for Flextronics International, Inc.; Flextronics International USA, Inc.; Multek Flexible Circuits, Inc.; Sheldahl de Mexico S.A.de C.V.; Northfield Acquisition Co.
Curtis, Mallet-Prevost, Colt & Mosle LLP	Steven J. Reisman	101 Park Avenue		New York	NY	10178-0061		212-696-6065	212-697-1559	sreisman@cm-p.com	Counsel for Flextronics International, Inc.; Flextronics International USA, Inc.; Multek Flexible Circuits, Inc.; Sheldahl de Mexico S.A.de C.V.; Northfield Acquisition Co.; Flextronics Asia-Pacific Ltd.; Flextronics Technology (M) Sdn. Bhd
DaimlerChrysler Corporation	Kim Kolb	CIMS 485-13-32	1000 Chrysler Drive	Auburn Hills	MI	48326-2766		248-576-5741		krk4@daimlerchrysler.com	Counsel for DaimlerChrysler Corporation; DaimlerChrysler Motors Company, LLC; DaimlerChrysler Canada, Inc.
Damon & Morey LLP	William F. Savino	1000 Cathedral Place	298 Main Street	Buffalo	NY	14202-4096		716-856-5500	716-856-5510	wsavino@damonmorey.com	Counsel for Reico, Inc.; The Durham Companies, Inc.
Daniels & Kaplan, P.C.	Jay Selanders	2405 Grand Boulevard	Suite 900	Kansas City	MO	64108-2519		816-221-3086	816-221-3006	selanders@danielsandkaplan.com	Counsel for DaimlerChrysler Corporation; DaimlerChrysler Motors Company, LLC; DaimlerChrysler Canada, Inc.
Denso International America, Inc.	Carol Sowa	24777 Denso Drive		Southfield	MI	48086		248-372-8531	248-350-7772	carol_sowa@denso-diam.com	Counsel to Denso International America, Inc.
Deputy Attorney General	Amina Maddox	R.J. Hughes Justice Complex	P.O. Box 106	Trenton	NJ	08625		609-984-0183	609-292-6266	amina.maddox@dol.lps.state.nj.us	Deputy Attorney General - State of New Jersey
DiConza Law, P.C.	Gerard DiConza, Esq.	630 Third Avenue, 7th Floor		New York	NY	10017		212-682-4940	212-682-4942	gdiConza@dlawpc.com	Counsel to Tyz-All Plastics, Inc.; Furukawa Electric North America APD
Dinsmore & Shohl LLP	John Persiani	1900 Chemed Center	255 East Fifth Street	Cincinnati	OH	45202		513-977-8200	513-977-8141	john.persiani@dinslaw.com	Counsel for The Procter & Gamble Company
DLA Piper Rudnick Gray Cary US LLP	Richard M. Kremen Maria Elena Chavez-Ruark	The Marbury Building	6225 Smith Avenue	Baltimore	Maryland	21209-3600		410-580-3000	410-580-3001	richard.kremen@dlapiper.com	Counsel for Constellation NewEnergy, Inc. & Constellation NewEnergy - Gas Division, LLC
Drinker Biddle & Reath LLP	Andrew C. Kassner	18th and Cherry Streets		Philadelphia	PA	19103		215-988-2700	215-988-2757	andrew.kassner@dbr.com	Counsel to Penske Truck Leasing Co., L.P.
Drinker Biddle & Reath LLP	David B. Aaronson	18th and Cherry Streets		Philadelphia	PA	19103		215-988-2700	215-988-2757	david.aaronson@dbr.com	Counsel to Penske Truck Leasing Co., L.P. and Quaker Chemical Corporation
Duane Morris LLP	Margery N. Reed, Esq.	30 South 17th Street		Philadelphia	PA	19103-4196		215-979-1000	215-979-1020	dmdelphi@duanemorris.com	Counsel to ACE American Insurance Company
Duane Morris LLP	Joseph H. Lemkin	744 Broad Street	Suite 1200	Newark	NJ	07102		973-424-2000	973-424-2001	jhlemkin@duanemorris.com	Counsel for NDK America, Inc./NDK Crystal, Inc.; Foster Electric USA, Inc.; JST Corporation; Nichicon (America) Corporation; Taiho Corporation of America; American Aikoku Alpha, Inc.; Sagami America, Ltd.; SL America, Inc./SL Tennessee, LLC; Hosiden America Corporation and Samtech Corporation

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY	PHONE	FAX	EMAIL	PARTY / FUNCTION
Duane Morris LLP	Wendy M. Simkulak, Esq.	30 South 17th Street		Philadelphia	PA	19103-4196		215-979-1000	215-979-1020	wmsimkulak@duanemorris.com	Counsel to ACE American Insurance Company
Eckert Seamans Cherin & Mellott LLC	Michael G. Busenkell	300 Delaware Avenue	Suite 1360	Wilmington	DE	19801		302-425-0430	302-425-0432	mbsenkell@eckertseamans.com	Counsel for Chicago Miniature Optoelectronic Technologies, Inc.
Electronic Data Systems Corporation	Ayala Hassell	5400 Legacy Dr.	Mail Stop H3-3A-05	Plano	TX	75024		212-715-9100	212-715-8000	ayala.hassell@eds.com	Representative for Electronic Data Systems Corporation
Entergy Services, Inc.	Alan H. Katz	7411 Highway 51 North		Southaven	MS	38671				akatz@entergy.com	Company
Erman, Teicher, Miller, Zucker & Freedman, P.C.	David H. Freedman	400 Galleria Offcentre	Ste. 444	Southfield	MI	48034		248-827-4100	248-827-4106	dfreedman@ermanteicher.com	Counsel for Doshi Prettl International, LLC
Ettelman & Hochheiser, P.C.	Gary Ettelman	c/o Premium Cadillac	77 Main Street	New Rochelle	NY	10801		516-227-6300	516-227-6307	gettelman@e-hlaw.com	Counsel for Jon Ballin
Fagel Haber LLC	Gary E. Green	55 East Monroe	40th Floor	Chicago	IL	60603		312-346-7500	312-580-2201	ggreen@fagelhaber.com	Counsel for Aluminum International, Inc.
Fagel Haber LLC	Lauren Newman	55 East Monroe	40th Floor	Chicago	IL	60603		312-346-7500	312-580-2201	lnewman@fagelhaber.com	Counsel for Aluminum International, Inc.
Finkel Goldstein Rosenbloom & Nash LLP	Ted J. Donovan	26 Broadway	Suite 711	New York	NY	10004		212-344-2929	212-422-6836	tdonovan@finkgold.com	Counsel for Pillarhouse (U.S.A.) Inc.
Foley & Lardner LLP	Jill L. Murch	321 North Clark Street	Suite 2800	Chicago	IL	60610-4764		312-832-4500	312-832-4700	lmurch@foley.com	Counsel for Kuss Corporation
Fox Rothschild LLP	Fred Stevens	13 East 37th Street	Suite 800	New York	NY	10016		212-682-7575	212-682-4218	fstevens@foxrothschild.com	Counsel to M&Q Plastic Products, Inc.
Fox Rothschild LLP	Michael J. Viscount, Jr.	1301 Atlantic Avenue	Suite 400	Atlantic City	NJ	08401-7212		609-348-4515	609-348-6834	mviscount@foxrothschild.com	Counsel to M&Q Plastic Products, Inc.
Frederick T. Rikkers		419 Venture Court	P.O. Box 930555	Verona	WI	53593		608-848-6350	608-848-6357	fridders@rikkerslaw.com	Counsel for Southwest Metal Finishing, Inc.
Gazes LLC	Ian J. Gazes	32 Avenue of the Americas		New York	NY	10013		212-765-9000	212-765-9675	ian@gazesllc.com	Counsel to Setech, Inc.
Gazes LLC	Eric Wainer	32 Avenue of the Americas	Suite 1800	New York	NY	10013		212-765-9000	212-765-9675	office@gazesllc.com	Counsel to Setech, Inc.
Genovese Joblove & Battista, P.A.	Craig P. Rieders, Esq.	100 S.E. 2nd Street	Suite 4400	Miami	FL	33131		305-349-2300	305-349-2310	crieders@gjb-law.com	Counsel for Ryder Integrated Logistics, Inc.
Gibbons, Del Deo, Dolan, Griffinger & Vecchione	David N. Crapo	One Riverfront Plaza		Newark	NJ	07102-5497		973-596-4523	973-639-6244	dcrapo@gibbonslaw.com	Counsel for Epcos, Inc.
Goldberg, Stinnett, Meyers & Davis	Merle C. Meyers	44 Montgomery Street	Suite 2900	San Francisco	CA	94104		415-362-5045	415-362-2392	mmeyers@gsmldaw.com	Counsel for Alps Automotive, Inc.
Goodwin Proctor LLP	Allan S. Brilliant	599 Lexington Avenue		New York	NY	10022		212-813-8800	212-355-3333	abrilliant@goodwinproctor.com	Counsel for UGS Corp.
Goodwin Proctor LLP	Craig P. Druehl	599 Lexington Avenue		New York	NY	10022		212-813-8800	212-355-3333	cdruehl@goodwinproctor.com	Counsel for UGS Corp.
Gorlick, Kravitz & Listhaus, P.C.	Barbara S. Mehlisack	17 State Street	4th Floor	New York	NY	10004		212-269-2500	212-269-2540	bmehlisack@gklaw.com	Counsel for International Brotherhood of Electrical Workers Local Unions No. 663; International Association of Machinists; AFL-CIO Tool and Die Makers Local Lodge 78, District 10; International Union of Operating Engineers Local Union Nos. 18, 101 and 832
Goulston & Storrs, P.C.	Peter D. Bilowz	400 Atlantic Avenue		Boston	MA	02110-333		617-482-1776	617-574-4112	pbilowz@goulstonstorrs.com	Counsel to Thermotech Company
Grant & Eisenhofer P.A.	Geoffrey C. Jarvis	1201 North Market Street	Suite 2100	Wilmington	DE	19801		302-622-7000	302-622-7100	gjarvis@ggelaw.com	Counsel for Teachers Retirement System of Oklahoma; Public Employees's Retirement System of Mississippi; Raifeisen Kapitalanlage-Gesellschaft m.b.H and Stichting Pensioenfornds ABP
Grant & Eisenhofer P.A.	Jay W. Eisenhofer	45 Rockefeller Center	650 Fifth Avenue	New York	NY	10111		212-755-6501	212-755-6503	jeisenhofer@gelaw.com	Counsel for Teachers Retirement System of Oklahoma; Public Employees's Retirement System of Mississippi; Raifeisen Kapitalanlage-Gesellschaft m.b.H and Stichting Pensioenfornds ABP
Grant & Eisenhofer P.A.	Sharan Nirmul	1201 North Market Street	Suite 2100	Wilmington	DE	19801		302-622-7000	302-622-7100	snirmul@gelaw.com	Counsel for Teachers Retirement System of Oklahoma; Public Employees's Retirement System of Mississippi; Raifeisen Kapitalanlage-Gesellschaft m.b.H and Stichting Pensioenfornds ABP

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY	PHONE	FAX	EMAIL	PARTY / FUNCTION
Gratz, Miller & Brueggeman, S.C.	Matthew R. Robbins	1555 N. RiverCenter Drive	Suite 202	Milwaukee	WI	53212		414-271-4500	414-271-6308	mrr@previant.com	Counsel for International Brotherhood of Electrical Workers Local Unions No. 663; International Association of Machinists; AFL-CIO Tool and Die Makers Local Lodge 78, District 10
Gratz, Miller & Brueggeman, S.C.	Timothy C. Hall	1555 N. RiverCenter Drive	Suite 202	Milwaukee	WI	53212		414-271-4500	414-271-6308	tch@previant.com	Counsel for International Brotherhood of Electrical Workers Local Unions No. 663; International Association of Machinists; AFL-CIO Tool and Die Makers Local Lodge 78, District 10
Graydon Head & Ritchey LLP	J. Michael Debblor, Susan M. Argo	1900 Fifth Third Center	511 Walnut Street	Cincinnati	OH	45202		513-621-6464	513-651-3836	mdebblor@graydon.com	Counsel for Grote Industries; Batesville Tool & Die; PIA Group; Reliable Castings
Greensfelder, Hemker & Gale, P.C.	Cherie Macdonald J. Patrick Bradley	10 S. Broadway	Suite 200	St. Louis	MO	63102		314-241-9090	314-241-8624	ckm@greensfelder.com jpb@greensfelder.com	Counsel for ARC Automotive, Inc.
Guaranty Bank	Herb Reiner	8333 Douglas Avenue		Dallas	TX	75225		214-360-2702	214-360-1940	herb.reiner@guarantygroup.com	Counsel for American Finance Group, Inc. d/b/a Guaranty Capital Corporation
Halperin Battaglia Raicht, LLP	Alan D. Halperin Christopher J. Battaglia Julie D. Dyas	555 Madison Avenue	9th Floor	New York	NY	10022		212-765-9100	212-765-0964	cbattaglia@halperinlaw.net ahalperin@halperinlaw.net jdias@halperinlaw.net	Counsel to Pacific Gas Turbine Center, LLC and Chromalloy Gas Turbine Corporation; ARC Automotive, Inc
Harris D. Leinwand	Harris D. Leinwand	350 Fifth Avenue	Suite 2418	New York	NY	10118		212-725-7338	212-244-6219	hleinwand@aol.com	Counsel for Baker Hughes Incorporated; Baker Petrolite Corporation
Herrick, Feinstein LLP	Paul Rubin	2 Park Avenue		New York	NY	10016		212-592-1448	212-545-3360	prubin@herrick.com	Counsel for Canon U.S.A., Inc. and Schmidt Technology GmbH
Hewlett-Packard Company	Anne Marie Kennelly	3000 Hanover St., M/S 1050		Palo Alto	CA	94304		650-857-6902	650-852-8617	anne.kennelly@hp.com	Counsel to Hewlett-Packard Company
Hewlett-Packard Company	Glen Dumont	420 Mountain Avenue		Murray Hill	NJ	07974		908-898-4750	908-898-4137	glen.dumont@hp.com	Counsel for Hewlett-Packard Financial Services Company
Hewlett-Packard Company	Kenneth F. Higman	2125 E. Katella Avenue	Suite 400	Anaheim	CA	92806		714-940-7120	740-940-7539	ken.higman@hp.com	Counsel to Hewlett-Packard Company
Hewlett-Packard Company	Sharon Petrosino	420 Mountain Avenue		Murray Hill	NJ	07974		908-898-4760	908-898-4133	sharon.petrosino@hp.com	Counsel for Hewlett-Packard Financial Services Company
Hiscock & Barclay, LLP	J. Eric Charlton	300 South Salina Street	PO Box 4878	Syracuse	NY	13221-4878		315-425-2716	315-425-8576	echarlton@hiscockbarclay.com	Counsel for GW Plastics, Inc.
Hodgson Russ LLP	Julia S. Kreher	One M&T Plaza	Suite 2000	Buffalo	NY	14203		716-848-1330	716-819-4645	jkreher@hodgsonruss.com	Counsel for Hexcel Corporation
Hodgson Russ LLP	Stephen H. Gross, Esq.	230 Park Avenue	17th Floor	New York	NY	10169		212-751-4300	212-751-0928	sgross@hodgsonruss.com	Counsel to Hexcel Corporation
Hogan & Hartson L.L.P.	Audrey Moog	Columbia Square	555 Thirteenth Street, N.W.	Washington	D.C.	20004-1109		202-637-5677	202-637-5910	amoog@hhlaw.com	Counsel for Umicore Autocat Canada Corp.
Hogan & Hartson L.L.P.	Edward C. Dolan	Columbia Square	555 Thirteenth Street, N.W.	Washington	D.C.	20004-1109		202-637-5677	202-637-5910	ecdolan@hhlaw.com	Counsel for Umicore Autocat Canada Corp.
Hogan & Hartson L.L.P.	Scott A. Golden	875 Third Avenue		New York	NY	10022		212-918-3000	212-918-3100	sagolden@hhlaw.com	Counsel for XM Satellite Radio Inc.
Holme Roberts & Owen, LLP	Elizabeth K. Flaagan	1700 Lincoln	Suite 4100	Denver	CO	80203		303-861-7000	303-866-0200	elizabeth.flanagan@hro.com	Counsel for CoorsTek, Inc.; Corus, L.P.
Honigman, Miller, Schwartz and Cohn, LLP	Donald T. Baty, Jr.	2290 First National Building	660 Woodward Avenue	Detroit	MI	48226		313-465-7314	313-465-7315	dbaty@honigman.com	Counsel for Fujitsu Ten Corporation of America
Honigman, Miller, Schwartz and Cohn, LLP	Robert B. Weiss, Frank L. Gorman	2290 First National Building	660 Woodward Avenue	Detroit	MI	48226-3583		313-465-7000	313-465-8000	rweiss@honigman.com fgorman@honigman.com	Counsel for General Motors Corporation
Honigman, Miller, Schwartz and Cohn, LLP	E. Todd Sable	2290 First National Building	660 Woodward Avenue	Detroit	MI	48226		313-465-7548	313-465-7549	tsable@honigman.com	Counsel for Valeo Climate Control Corp.; Valeo Electrical Systems, Inc. - Motors and Actuators Division; Valeo Electrical Systems, Inc. - Wipers Division; Valeo Switches & Detection System, Inc.
Hunter & Schank Co. LPA	John J. Hunter	One Canton Square	1700 Canton Avenue	Toledo	OH	43624		419-255-4300	419-255-9121	jhunter@hunterschank.com	Counsel for ZF Group North America Operations, Inc.
Hunter & Schank Co. LPA	Thomas J. Schank	One Canton Square	1700 Canton Avenue	Toledo	OH	43624		419-255-4300	419-255-9121	tomschank@hunterschank.com	Counsel for ZF Group North America Operations, Inc.
Hunton & Williams LLP	Michael P. Massad, Jr.	Energy Plaza, 30th Floor	1601 Bryan Street	Dallas	TX	75201		214-979-3000	214-880-0011	mmassad@hunton.com	Counsel for RF Monolithics, Inc.
Hunton & Williams LLP	Steven T. Holmes	Energy Plaza, 30th Floor	1601 Bryan Street	Dallas	TX	75201		214-979-3000	214-880-0011	sholmes@hunton.com	Counsel for RF Monolithics, Inc.
Hurwitz & Fine P.C.	Ann E. Evanko	1300 Liberty Building	Buffalo	NY		14202		716-849-8900	716-855-0874	aee@hurwitzfine.com	Counsel for Jiffy-Tite Co., Inc.
Ice Miller	Ben T. Caughey	One American Square	Box 82001	Indianapolis	IN	46282-0200		317-236-2100	317-236-2219	Ben.Caughey@icemiller.com	Counsel for Sumco, Inc.

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY	PHONE	FAX	EMAIL	PARTY / FUNCTION
Infineon Technologies North America Corporation	Greg Bibbes	1730 North First Street	M/S 11305	San Jose	CA	95112		408-501-6442	408-501-2488	greg.bibbes@infineon.com	General Counsel & Vice President for Infineon Technologies North America Corporation
Infineon Technologies North America Corporation	Jeff Gillespie	2529 Commerce Drive	Suite H	Kokomo	IN	46902		765-454-2146	765-456-3836	jeffery.gillespie@infineon.com	Global Account Manager for Infineon Technologies North America
International Union of Operating Engineers	Richard Griffin	1125-17th Avenue, N.W.		Washington	DC	20036		202-429-9100	202-778-2641	rgriffin@iuoe.org	Counsel for International Brotherhood of Electrical Workers Local Unions No. 663; International Association of Machinists; AFL-CIO Tool and Die Makers Local Lodge 78, District 10; International Union of Operating Engineers Local Union Nos. 18, 101 and 832
Jaffe, Raitt, Heuer & Weiss, P.C.	Paige E. Barr	27777 Franklin Road	Suite 2500	Southfield	MI	48034		248-351-3000	248-351-3082	pbarr@jaffelaw.com	Counsel for Trutron Corporation
Jenner & Block LLP	Ronald R. Peterson	One IBM Plaza		Chicago	IL	60611		312-222-9350	312-840-7381	rpeterson@jenner.com	Counsel for SPX Corporation (Contech Division), Alcan Rolled Products-Ravenswood, LLC and Tenneco Inc.
Johnston, Harris Gerde & Komarek, P.A.	Jerry W. Gerde, Esq.	239 E. 4th St.		Panama City	FL	32401		850-763-8421	850-763-8425	gerdekomarek@bellsouth.net	Counsel for Peggy C. Brannon, Bay County Tax Collector
Jones Day	Scott J. Friedman	222 East 41st Street		New York	NY	10017		212-326-3939	212-755-7306	sfriedman@jonesday.com	Counsel for WL Ross & Co., LLC
Katten Muchin Rosenman LLP	John P. Sieger, Esq.	525 West Monroe Street		Chicago	IL	60661		312-902-5200	312-577-4733	john.sieger@kattenlaw.com	Counsel to TDK Corporation America and MEMC Electronic Materials, Inc.
Kegler, Brown, Hill & Ritter Co., LPA	Kenneth R. Cookson	65 East State Street	Suite 1800	Columbus	OH	43215		614-426-5400	614-464-2634	kcookson@keglerbrown.com	Counsel for Solution Recovery Services
Keller Rohrbach L.L.P.	Lynn Lincoln Sarko Cari Campen Laufenberg Erin M. Riley	1201 Third Avenue	Suite 3200	Seattle	WA	98101		206-623-1900	206-623-3384	lsarko@kellerrohrbach.com claufenberg@kellerrohrbach.com eriley@kellerrohrbach.com	Counsel for Neal Folck, Greg Bartell, Donald McEvoy, Irene Polito, and Thomas Kessler, on behalf of themselves and a class of persons similarly situated, and on behalf of the Delphi Savings-Stock Purchase Program for Salaried Employees in the United States and the Delphi Personal Savings Plan for Hourly-Rate Employees in the United States
Keller Rohrbach P.L.C.	Gary A. Gotto	National Bank Plaza	3101 North Central Avenue, Suite 900	Phoenix	AZ	85012		602-248-0088	602-248-2822	ggotto@kellerrohrbach.com	Counsel for Neal Folck, Greg Bartell, Donald McEvoy, Irene Polito, and Thomas Kessler, on behalf of themselves and a class of persons similarly situated, and on behalf of the Delphi Savings-Stock Purchase Program for Salaried Employees in the United States and the Delphi Personal Savings Plan for Hourly-Rate Employees in the United States
Kelley Drye & Warren, LLP	Mark I. Bane	101 Park Avenue		New York	NY	10178		212-808-7800	212-808-7897	mbane@kelleydrye.com	Counsel for the Pension Benefit Guaranty Corporation
Kelley Drye & Warren, LLP	Mark R. Somerstein	101 Park Avenue		New York	NY	10178		212-808-7800	212-808-7897	msomerstein@kelleydrye.com	Counsel for the Pension Benefit Guaranty Corporation
Kennedy, Jennick & Murray	Larry Magarik	113 University Place	7th Floor	New York	NY	10003		212-358-1500	212-358-0207	lmagarik@kjlabor.com	Counsel for The International Union of Electronic, Salaried, Machine and Furniture Workers - Communications Workers of America
Kennedy, Jennick & Murray	Susan M. Jennik	113 University Place	7th Floor	New York	NY	10003		212-358-1500	212-358-0207	sjennik@kjlabor.com	Counsel for The International Union of Electronic, Salaried, Machine and Furniture Workers - Communications Workers of America

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY	PHONE	FAX	EMAIL	PARTY / FUNCTION
Kennedy, Jennick & Murray	Thomas Kennedy	113 University Place	7th Floor	New York	NY	10003		212-358-1500	212-358-0207	tkennedy@kjmlabor.com	Counsel for The International Union of Electronic, Salaried, Machine and Furniture Workers - Communicaitons Workers of America
King & Spalding, LLP	George B. South, III	1185 Avenue of the Americas		New York	NY	10036		212-556-2100	212-556-2222	gsouth@kslaw.com	Counsel for Martinrea International, Inc.
Kirkpatrick & Lockhart Nicholson Graham LLP	Edward M. Fox	599 Lexington Avenue		New York	NY	10022		212-536-4812	212-536-3901	efox@king.com	Counsel to Wilmington Trust Company, as Indenture trustee
Klett Rooney Lieber & Schorling	Eric L. Schnabel DeWitt Brown	The Brandywine Building	1000 West Street, Suite 1410	Wilmington	DE	19801		(302) 552-4200		schnabel@klettrooney.com dbrown@klettrooney.com	Counsel for Entergy
Krugliak, Wilkins, Griffiths & Dougherty CO., L.P.A.	Sam O. Simmerman	4775 Munson Street N.W.	P.O. Box 36963	Canton	OH	44735-6963		330-497-0700	330-497-4020	sosimmerman@kwgd.com	Counsel to for Millwood, Inc.
Kutchin & Rufo, P.C.	Edward D. Kutchin	155 Federal Street	17th Floor	Boston	MA	02110-1727		617-542-3000	617-542-3001	ekutchin@kutchinrufo.com	Counsel for Parlex Corporation
Kutchin & Rufo, P.C.	Kerry R. Northrup	155 Federal Street	17th Floor	Boston	MA	02110-1727		617-542-3000	617-542-3001	knorthup@kutchinrufo.com	Counsel for Parlex Corporation
Lambert, Leser, Isackson, Cook & Guinta, P.C.	Susan M. Cook	309 Davidson Building	PO Box 835	Bay City	MI	48707-0835		989-893-3518		smcook@lambertleser.com	Counsel for Linamar Corporation
Latham & Watkins	Erika Ruiz	885 Third Avenue		New York	NY	10022		212-906-1200	212-751-4864	erika.ruiz@lw.com	UCC Professional
Latham & Watkins	Henry P. Baer, Jr.	885 Third Avenue		New York	NY	10022		212-906-1200	212-751-4864	henry.baer@lw.com	UCC Professional
Latham & Watkins	John W. Weiss	885 Third Avenue		New York	NY	10022		212-906-1200	212-751-4864	john.weiss@lw.com	UCC Professional
Latham & Watkins	Mark A. Broude	885 Third Avenue		New York	NY	10022		212-906-1384	212-751-4864	mark.broude@lw.com	UCC Professional
Latham & Watkins	Michael J. Riela	885 Third Avenue		New York	NY	10022		212-906-1200	212-751-4864	michael.riela@lw.com	UCC Professional
Latham & Watkins	Mitchell A. Seider	885 Third Avenue		New York	NY	10022		212-906-1200	212-751-4864	mitchell.seider@lw.com	UCC Professional
Latham & Watkins	Robert Rosenberg	885 Third Avenue	Suite 1000	New York	NY	10022-4834		212-906-1370	212-751-4864	robert.rosenberg@lw.com	UCC Professional
Lewis and Roca LLP	Rob Charles, Esq.	One South Church Street	Suite 700	Tucson	AZ	85701		520-629-4427	520-879-4705	rcharles@lrlaw.com	Counsel to Freescale Semiconductor, Inc. f/k/a Motorola Semiconductor Systems (U.S.A.) Inc.
Lewis and Roca LLP	Susan M. Freeman, Esq.	40 North Central Avenue	Suite 1900	Phoenix	AZ	85004-4429		602-262-5756	602-734-3824	sfreeman@lrlaw.com	Counsel to Freescale Semiconductor, Inc. f/k/a Motorola Semiconductor Systems (U.S.A.) Inc.
Linear Technology Corporation	John England, Esq.	1630 McCarthy Blvd.		Milpitas	CA	95035-7417		408-432-1900	408-434-0507	jengland@linear.com	Counsel to Linear Technology Corporation
Linebarger Goggan Blair & Sampson, LLP	Diane W. Sanders	1949 South IH 35 (78741)	P.O. Box 17428	Austin	TX	78760-7428		512-447-6675	512-443-5114	austin.bankruptcy@publicans.com	Counsel to Cameron County, Brownsville ISD
Linebarger Goggan Blair & Sampson, LLP	Elizabeth Weller	2323 Bryan Street	Suite 1600	Dallas	TX	75201		214-880-0089	4692215002	dallas.bankruptcy@publicans.com	Counsel for Dallas County and Tarrant County
Linebarger Goggan Blair & Sampson, LLP	John P. Dillman	P.O. Box 3064		Houston	TX	77253-3064		713-844-3478	713-844-3503	houston_bankruptcy@publicans.com	Counsel in Charge for Taxing Authorities: Cypress-Fairbanks Independent School District, City of Houston, Harris County
Loeb & Loeb LLP	P. Gregory Schwed	345 Park Avenue		New York	NY	10154-0037		212-407-4000		gschwed@loeb.com	Counsel for Creditor The Interpublic Group of Companies, Inc. and Proposed Auditor Deloitte & Touche, LLP
Loeb & Loeb LLP	William M. Hawkins	345 Park Avenue		New York	NY	10154		212-407-4000	212-407-4990	whawkins@loeb.com	Counsel for Industrial Ceramics Corporation
Lord, Bissel & Brook	Timothy W. Brink	115 South LaSalle Street		Chicago	IL	60603		312-443-1832	312-443-896-6432	tbrink@lordbissell.com	Counsel for Sedgwick Claims Management Services, Inc.
Lord, Bissel & Brook	Timothy S. McFadden	115 South LaSalle Street		Chicago	IL	60603		312-443-0370	312-896-6394	tmcfadden@lordbissell.com	Counsel for Methode Electronics, Inc.
Lord, Bissel & Brook LLP	Kevin J. Walsh	885 Third Avenue	26th Floor	New York	NY	10022-4802		212-947-8304	212-947-1202	kwash@lordbissell.com	Counsel to Sedgwick Claims Management Services, Inc. and Methode Electronics, Inc.
Lord, Bissel & Brook LLP	Rocco N. Covino	885 Third Avenue	26th Floor	New York	NY	10022-4802		212-812-8340	212-947-1202	rcovino@lordbissell.com	Counsel to Sedgwick Claims Management Services, Inc. and Methode Electronics, Inc.
Lowenstein Sandler PC	Bruce S. Nathan	1251 Avenue of the Americas		New York	NY	10020		212-262-6700	212-262-7402	bnathan@lowenstein.com	Counsel for Daewoo International (America) Corp.
Lowenstein Sandler PC	Ira M. Levee	1251 Avenue of the Americas	18th Floor	New York	NY	10020		212-262-6700	212-262-7402	ilevee@lowenstein.com	Counsel for Teachers Retirement System of Oklahoma; Public Employees's Retirement System of Mississippi; Raffeisen Kapitalanlage-Gesellschaft m.b.H and Stichting Pensioenfornds ABP
Lowenstein Sandler PC	Kenneth A. Rosen	65 Livingston Avenue		Roseland	NJ	07068		973-597-2500	973-597-2400	krosen@lowenstein.com	Counsel for Cerberus Capital Management, L.P.

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY	PHONE	FAX	EMAIL	PARTY / FUNCTION
Lowenstein Sandler PC	Michael S. Etikin	1251 Avenue of the Americas	18th Floor	New York	NY	10020		212-262-6700	212-262-7402	metkin@lowenstein.com	Counsel for Teachers Retirement System of Oklahoma; Public Employees's Retirement System of Mississippi; Raiffeisen Kapitalanlage-Gesellschaft m.b.H and Stichting Pensioenfonds ABP
Lowenstein Sandler PC	Scott Cargill	65 Livingston Avenue		Roseland	NJ	07068		973-597-2500	973-597-2400	scargill@lowenstein.com	Counsel for Cerberus Capital Management, L.P.; AT&T Corporation
Lowenstein Sandler PC	Vincent A. D'Agostino	65 Livingston Avenue		Roseland	NJ	07068		973-597-2500	973-597-2400	vdagostino@lowenstein.com	Counsel for AT&T Corporation
Lyden, Liebenthal & Chappell, Ltd.	Erik G. Chappell	5565 Airport Highway	Suite 101	Toledo	OH	43615		419-867-8900	419-867-8909	egc@lydenlaw.com	Counsel for Metro Fibres, Inc.
MacDonald, Illig, Jones & Britton LLP	Richard J. Parks	100 State Street	Suite 700	Erie	PA	16507-1459		814-870-7754	814-454-4647	rparks@mijb.com	Counsel for Ideal Tool Company, Inc.
Madison Capital Management	Joe Landen	6143 South Willow Drive	Suite 200	Greenwood Village	CO	80111		303-957-4254	303-957-2098	jlanden@madisoncap.com	Representative for Madison Capital Management
Margulies & Levinson, LLP	Jeffrey M. Levinson, Esq. Leah M. Caplan, Esq.	30100 Chagrin Boulevard	Suite 250	Pepper Pike	OH	44124		216-514-4935	216-514-4936	ml@ml-legal.com lmc@ml-legal.com	Counsel for Venture Plastics
Mastromarco & Jahn, P.C.	Victor J. Mastromarco, Jr.	1024 North Michigan Avenue	P.O. Box 3197	Saginaw	MI	48605-3197		989-752-1414		vmastromar@aol.com	Counsel for H.E. Services Company and Robert Backie and Counsel to Cindy Palmer, Personal Representative to the Estate of Michael Palmer
Masuda Funai Eifert & Mitchell, Ltd.	Gary D. Santella	203 North LaSalle Street	Suite 2500	Chicago	IL	60601-1262		312-245-7500	312-245-7467	gsantella@masudafunai.com	Counsel for NDK America, Inc./NDK Crystal, Inc.; Foster Electric USA, Inc.; JST Corporation; Nichicon (America) Corporation; Taiho Corporation of America; American Aikoku Alpha, Inc.; Sagami America, Ltd.; SL America, Inc./SL Tennessee, LLC; Hosiden America Corporation and Samtech Corporation
Mayer, Brown, Rowe & Maw LLP	Jeffrey G. Tougas	1675 Broadway		New York	NY	10019		212-262-1910	212-506-2500	jgtougas@mayerbrownrowe.com	Counsel for Bank of America, N.A.
Mayer, Brown, Rowe & Maw LLP	Raniero D'Aversa, Jr.	1675 Broadway		New York	NY	10019		212-262-1910	212-506-2500	rdaversa@mayerbrownrowe.com	Counsel for Bank of America, N.A.
McCarter & English, LLP	David J. Adler, Jr. Esq.	245 Park Avenue, 27th Floor		New York	NY	10167		212-609-6800	212-609-6921	dadler@mccarter.com	Counsel to Ward Products, LLC
McCarthy Tetrault LLP	John J. Salmas Lorne P. Salzman	66 Wellington Street West	Suite 4700	Toronto	Ontario	M5K 1E6		416-362-1812	416-868-0673	jsalmas@mccarthy.ca lsalzman@mccarthy.ca	Counsel for Themselves (McCarthy Tetrault LLP)
McDermott Will & Emery LLP	James M. Sullivan	50 Rockefeller Plaza		New York	NY	10020		212-547-5400	212-547-5444	jmsullivan@mwe.com	Counsel to Linear Technology Corporation, National Semiconductor Corporation; Timken Corporation
McDermott Will & Emery LLP	Stephen B. Selbst	50 Rockefeller Plaza		New York	NY	10020		212-547-5400	212-547-5444	sselbst@mwe.com	Counsel for National Semiconductor Corporation
McDonald Hopkins Co., LPA	Jean R. Robertson, Esq.	600 Superior Avenue, East	Suite 2100	Cleveland	OH	44114		216-348-5400	216-348-5474	jrobertson@mcdonaldhopkins.com	Counsel to Brush Engineered materials
McDonald Hopkins Co., LPA	Scott N. Opincar, Esq.	600 Superior Avenue, E.	Suite 2100	Cleveland	OH	44114		216-348-5400	216-348-5474	sopincar@mcdonaldhopkins.com	Counsel to Republic Engineered Products, Inc.
McDonald Hopkins Co., LPA	Shawn M. Riley, Esq.	600 Superior Avenue, E.	Suite 2100	Cleveland	OH	44114		216-348-5400	216-348-5474	sriley@mcdonaldhopkins.com	Counsel to Republic Engineered Products, Inc.
McElroy, Deutsch, Mulvaney & Carpenter, LLP	Jeffrey Bernstein, Esq.	Three Gateway Center	100 Mulberry Street	Newark	NJ	07102-4079		973-622-7711	973-622-5314	jbernstein@mdmc-law.com	Counsel to New Jersey Self-Insurers Guaranty Association
McGuirewoods LLP	Elizabeth L. Gunn	One James Center	901 East Cary Street	Richmond	VA	23219-4030		804-775-1178	804-698-2186	egunn@mcguirewoods.com	Counsel for Siemens Logistics Assembly Systems, Inc.
Meyer, Suozzi, English & Klein, P.C.	Hanan Kolko	1350 Broadway	Suite 501	New York	NY	10018		212-239-4999	212-239-1311	hkolko@msek.com	Counsel for The International Union of Electronic, Salaried, Machine and Furniture Workers - Communications Workers of America
Meyer, Suozzi, English & Klein, P.C.	Lowell Peterson, Esq.	1350 Broadway	Suite 501	New York	NY	10018		212-239-4999	212-239-1311	lpeterson@msek.com	Counsel to United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers, International Union (USW), AFL-CIO

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY	PHONE	FAX	EMAIL	PARTY / FUNCTION
Meyers, Rodbell & Rosenbaum, P.A.	M. Evan Meyers	Berkshire Building	6801 Kenilworth Avenue, Suite 400	Riverdale Park	MD	20737-1385		301-699-5800		emeyers@mrllaw.net	Counsel for Prince George County, Maryland
Meyers, Rodbell & Rosenbaum, P.A.	Robert H. Rosenbaum	Berkshire Building	6801 Kenilworth Avenue, Suite 400	Riverdale Park	MD	20737-1385		301-699-5800		rrosenbaum@mrllaw.net	Counsel for Prince George County, Maryland
Miami-Dade County, FL	April Burch	140 West Flagler Street	Suite 1403	Miami	FL	33130		305-375-5314	305-375-1142	aburch@miamidade.gov	Paralegal Collection Specialist for Miami-Dade County
Michael Cox		Cadillac Place	3030 W. Grand Blvd., Suite 10-200	Detroit	MI	48202		313-456-0140		miag@michigan.gov	Attorney General for State of Michigan, Department of Treasury
Michigan Department of Labor and Economic Growth, Worker's Compensation Agency	Michael Cox	PO Box 30736		Lansing	MI	48909-7717		517-373-1820	517-373-2129	miag@michigan.gov	Attorney General for Worker's Compensation Agency
Michigan Department of Labor and Economic Growth, Worker's Compensation Agency	Dennis J. Raterink	PO Box 30736		Lansing	MI	48909-7717		517-373-1820	517-373-2129	raterinkd@michigan.gov	Assistant Attorney General for Worker's Compensation Agency
Miles & Stockbridge, P.C.	Kerry Hopkins	10 Light Street		Baltimore	MD	21202		410-385-3418	410-385-3700	khopkins@milesstockbridge.com	Counsel for Computer Patent Annuities Limited Partnership, Hydro Aluminum North America, Inc., Hydro Aluminum Adrian, Inc., Hydro Aluminum Precision Tubing NA, LLC, Hydro Aluminum Ellay Enfield Limited, Hydro Aluminum Rockledge, Inc., Norsk Hydro Canada, Inc., Emhart Technologies LLL and Adell Plastics, Inc.
Miles & Stockbridge, P.C.	Thomas D. Renda	10 Light Street		Baltimore	MD	21202		410-385-3418	410-385-3700	trenda@milesstockbridge.com	Counsel for Computer Patent Annuities Limited Partnership, Hydro Aluminum North America, Inc., Hydro Aluminum Adrian, Inc., Hydro Aluminum Precision Tubing NA, LLC, Hydro Aluminum Ellay Enfield Limited, Hydro Aluminum Rockledge, Inc., Norsk Hydro Canada, Inc., Emhart Technologies LLL and Adell Plastics, Inc.
Miller Johnson	Thomas P. Sarb Robert D. Wolford	250 Monroe Avenue, N.W.	Suite 800, PO Box 306	Grand Rapids	MI	49501-0306		616-831-1748 616-831-1726	616-988-1748 616-988-1726	sarbt@millerjohnson.com wolfordr@millerjohnson.com	Counsel to Pridgeon & Clay, Inc.
Miller, Canfield, Paddock and Stone, P.L.C.	Timothy A. Fusco	150 W. Jefferson Avenue	Suite 2500	Detroit	MI	48226		313-496-8435	313-496-8453	fuscot@millercanfield.com	Counsel for Niles USA Inc.; Techcentral, LLC; The Bartech Group, Inc.; Fischer Automotive Systems
Miller, Canfield, Paddock and Stone, P.L.C.	Jonathan S. Green	150 W. Jefferson Avenue	Suite 2500	Detroit	MI	48226		313-496-8452	313-496-7997	green@millercanfield.com	Counsel for Wells Operating Partnership, LP
Mintz, Levin, Cohn, Ferris Glovsky and Pepco, P.C.	Paul J. Ricotta	One Financial Center		Boston	MA	02111		617-542-6000	617-542-2241	pricotta@mintz.com	Counsel for Hitachi Automotive Products (USA), Inc. and Conceria Pasubio
Mintz, Levin, Cohn, Ferris Glovsky and Pepco, P.C.	Stephanie K. Hoos	The Chrysler Center	666 Third Avenue	New York	NY	10017		212-935-3000	212-983-3115	skhoos@mintz.com	Counsel of Hitachi Automotive Products (USA), Inc. and Conceria Pasubio
Molex Connector Corp	Jeff Ott	2222 Wellington Ct.		Lisle	IL	60532		630-527-4254	630-512-8610	Jeff.Ott@molex.com	Counsel for Molex Connector Corp
Morgan, Lewis & Bockius LLP	Andrew D. Gottfried	101 Park Avenue		New York	NY	10178-0060		212-309-6000	212-309-6001	agottfried@morganlewis.com	Counsel for ITT Industries, Inc.; Hitachi Chemical (Singapore), Ltd.
Morgan, Lewis & Bockius LLP	Menachem O. Zelmanovitz	101 Park Avenue		New York	NY	10178		212-309-6000	212-309-6001	mzelmanovitz@morganlewis.com	Counsel for Hitachi Chemical (Singapore) Pte. Ltd.
Morgan, Lewis & Bockius LLP	Richard W. Esterkin, Esq.	300 South Grand Avenue		Los Angeles	CA	90017		213-612-1163	213-612-2501	resterkin@morganlewis.com	Counsel to Sumitomo Corporation
Moritt Hock Hamroff & Horowitz LLP	Leslie Ann Berkoff	400 Garden City Plaza		Garden City	NY	11530		516-873-2000		lberkoff@moritthock.com	Counsel for Standard Microsystems Corporation and its direct and indirect subsidiaries Oasis SiliconSystems AG and SMSC NA Automotive, LLC (successor-in-interest to Oasis Silicon Systems, Inc.)

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY	PHONE	FAX	EMAIL	PARTY / FUNCTION
Morrison Cohen LLP	Joseph T. Moldovan Michael R. Dal Lago	909 Third Avenue		New York	NY	10022		212-735-8603 212-735-8757	917-522-3103 917-522-3157	jmoldovan@morrisoncohen.com mdallago@morrisoncohen.com	Counsel to Blue Cross and Blue Shield of Michigan
Munsch Hardt Kopf & Harr, P.C.	Raymond J. Urbanik, Esq., Joseph J. Wielebinski, Esq. and Davor Rukavina, Esq.	3800 Lincoln Plaza	500 North Akard Street	Dallas	RX	75201-6659		214-855-7590 214-855-7561 214-855-7587	214-855-7584	rurbanik@munsch.com jwielebinski@munsch.com drukavina@munsch.com	Counsel for Texas Instruments Incorporated
Nantz, Litowich, Smith, Girard & Hamilton, P.C.	Sandra S. Hamilton	2025 East Beltline, S.E.	Suite 600	Grand Rapids	MI	49546		616-977-0077	616-977-0529	sandy@nlsq.com	Counsel for Lanfker Diversified Industries, Inc.
Nathan, Neuman & Nathan, P.C.	Kenneth A. Nathan	29100 Northwestern Highway	Suite 260	Southfield	MI	48034		248-351-0099	248-351-0487	Knathan@nathanneuman.com	Counsel for 975 Opdyke LP; 1401 Troy Associates Limited Partnership; 1401 Troy Associates Limited Partnership c/o Etkin Equities, Inc.; 1401 Troy Associates LP; Brighton Limited Partnership; DPS Information Services, Inc.; Etkin Management Services, Inc. and Etkin Real Properties
Nathan, Neuman & Nathan, P.C.	Susanna C. Brennan	29100 Northwestern Highway	Suite 260	Southfield	MI	48034		248-351-0099	248-351-0487	sbrennan@nathanneuman.com	Counsel for 975 Opdyke LP; 1401 Troy Associates Limited Partnership; 1401 Troy Associates Limited Partnership c/o Etkin Equities, Inc.; 1401 Troy Associates LP; Brighton Limited Partnership; DPS Information Services, Inc.; Etkin Management Services, Inc. and Etkin Real Properties
National City Commercial Capital	Lisa M. Moore	995 Dalton Avenue		Cincinnati	OH	45203		513-455-2390	866-298-4481	lisa.moore2@nationalcity.com	Vice President and Senior Counsel for National City Commercial Capital
Nelson Mullins Riley & Scarborough	George B. Cauthen	1320 Main Street, 17th Floor	PO Box 11070	Columbia	SC	29201		803-7255-9425	803-256-7500	george.cauthen@nelsonmullins.com	Counsel for Datwyler Rubber & Plastics, Inc.; Datwyler, Inc.; Datwyler i/o devices (Americas), Inc.; Rothrist Tube (USA), Inc.
Nix, Patterson & Roach, L.L.P.	Bradley E. Beckworth	205 Linda Drive		Daingerfield	TX	75638		903-645-7333	903-645-4415	bbeckworth@nixlawfirm.com	Counsel for Teachers Retirement System of Oklahoma; Public Employees's Retirement System of Mississippi; Raifeisen Kapitalanlage-Gesellschaft m.b.H and Stichting Pensioenfornds ABP
Nix, Patterson & Roach, L.L.P.	Jeffrey J. Angelovich	205 Linda Drive		Daingerfield	TX	75638		903-645-7333	903-645-4415	jangelovich@nixlawfirm.com	Counsel for Teachers Retirement System of Oklahoma; Public Employees's Retirement System of Mississippi; Raifeisen Kapitalanlage-Gesellschaft m.b.H and Stichting Pensioenfornds ABP
Nix, Patterson & Roach, L.L.P.	Susan Whatley	205 Linda Drive		Daingerfield	TX	75638		903-645-7333	903-645-4415	susanwhatley@nixlawfirm.com	Counsel for Teachers Retirement System of Oklahoma; Public Employees's Retirement System of Mississippi; Raifeisen Kapitalanlage-Gesellschaft m.b.H and Stichting Pensioenfornds ABP
Noma Company and General Chemical Performance Products LLC	James Imbriaco	90 East Halsey Road		Parsippany	NJ	07054		973-884-6952	973-515-3244	jimbriaco@gentek-global.com	
Norris, McLaughlin & Marcus	Elizabeth L. Abdelmasieh, Esq.	721 Route 202-206	P.O. Box 1018	Somerville	NJ	08876		908-722-0700	908-722-0755	eabdelmasieh@nmmlaw.com	Counsel for Rotor Clip Company, Inc.
North Point	David G. Heiman	901 Lakeside Avenue		Cleveland	OH	44114		216-586-3939	216-579-0212	dgheiman@jonesday.com	Counsel for WL. Ross & Co., LLC
Office of the Chapter 13 Trustee	Camille Hope	P.O. Box 954		Macon	GA	31202		478-742-8706	478-746-4488	cahope@chapter13macon.com	Office of the Chapter 13 Trustee
Office of the Texas Attorney General	Jay W. Hurst	P.O. Box 12548		Austin	TX	78711-2548		512-475-4861	512-482-8341	jay.hurst@oag.state.tx.us	Counsel for The Texas Comptroller of Public Accounts
Orbotech, Inc.	Michael M. Zizza, Legal Manager	44 Manning Road		Billerica	MA	01821		978-901-5025	978-667-9969	michaelz@orbotech.com	Company

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY	PHONE	FAX	EMAIL	PARTY / FUNCTION
O'Rourke Katten & Moody	Michael C. Moody	161 N. Clark Street	Suite 2230	Chicago	IL	60601		312-849-2020	312-849-2021	mmoody@okmlaw.com	Counsel for Ameritech Credit Corporation d/b/a SBC Capital Services
Orrick, Herrington & Sutcliffe LLP	Alyssa Englund, Esq.	666 Fifth Avenue		New York	NY	10103		212-506-5187	212-506-5151	aenglund@orrick.com	Counsel to America President Lines, Ltd. And APL Co. Pte Ltd.
Orrick, Herrington & Sutcliffe LLP	Anthony Princi Esq Thomas L. Kent Esq	666 Fifth Avenue		New York	NY	10103		212-506-5000	212-506-5151	aprinci@orrick.com tkent@orrick.com	Counsel to Ad Hoc Committee of Trade Claimants
Orrick, Herrington & Sutcliffe LLP	Frederick D. Holden, Jr., Esq.	405 Howard Street		San Francisco	CA	94105		415-773-5700	415-773-5759	fholden@orrick.com	Counsel to America President Lines, Ltd. And APL Co. Pte Ltd.
Orrick, Herrington & Sutcliffe LLP	Jonathan P. Guy	The Washington Harbour	3050 K Street, N.W.	Washington	DC	20007		202-339-8400	202-339-8500	jguy@orrick.com	Counsel for Westwood Associates, Inc.
Orrick, Herrington & Sutcliffe LLP	Matthew W. Cheney	The Washington Harbour	3050 K Street, N.W.	Washington	DC	20007		202-339-8400	202-339-8500	mcheney@orrick.com	Counsel for Westwood Associates, Inc.
Orrick, Herrington & Sutcliffe LLP	Richard H. Wyron	The Washington Harbour	3050 K Street, N.W.	Washington	DC	20007		202-339-8400	202-339-8500	rwyrton@orrick.com	Counsel for Westwood Associates, Inc.
Otterbourg, Steindler, Houston & Rosen, P.C.	Melissa A. Hager	230 Park Avenue		New York	NY	10169		212-661-9100	212-682-6104	mhager@oshr.com	Counsel for Sharp Electronics Corporation
Otterbourg, Steindler, Houston & Rosen, P.C.	Scott L. Hazan	230 Park Avenue		New York	NY	10169		212-661-9100	212-682-6104	shazan@oshr.com	Counsel for Sharp Electronics Corporation
Paul, Weiss, Rifkind, Wharton & Garrison	Curtis J. Weidler	1285 Avenue of the Americas		New York	NY	10019-6064		212-373-3157	212-373-2053	cweidler@paulweiss.com	Counsel for Ambrake Corporation, Akebono Corporation
Paul, Weiss, Rifkind, Wharton & Garrison	Douglas R. Davis	1285 Avenue of the Americas		New York	NY	10019-6064		212-373-3000	212-757-3990	ddavis@paulweiss.com	Counsel for Noma Company and General Chemical Performance Products LLC
Paul, Weiss, Rifkind, Wharton & Garrison	Elizabeth R. McColm	1285 Avenue of the Americas		New York	NY	10019-6064		212-373-3000	212-757-3990	emccolm@paulweiss.com	Counsel for Noma Company and General Chemical Performance Products LLC
Paul, Weiss, Rifkind, Wharton & Garrison	Stephen J. Shimshak	1285 Avenue of the Americas		New York	NY	10019-6064		212-373-3133	212-373-2136	sshimshak@paulweiss.com	Counsel for Ambrake Corporation
Peggy Housner		Cadillac Place	3030 W. Grand Blvd., Suite 10-200	Detroit	MI	48202		313-456-0140		housnerp@michigan.gov	Assistant Attorney General for State of Michigan, Department of Treasury
Pension Benefit Guaranty Corporation	Ralph L. Landy	1200 K. Street, N.W.		Washington	DC	20005-4026		202-326-4020	202-326-4112	landy.ralph@pbgc.gov	Counsel to Pension Benefit Guaranty Corporation
Pepe & Hazard LLP	Charles J. Filardi, Jr., Esq.	30 Jelliff Lane		Southport	CT	06890		203-319-4042	203-319-4034	cfilardi@pepehazard.com	Federal Express Corporation
Pepper, Hamilton LLP	Anne Marie Aaronson	3000 Two logan Square	Eighteenth & Arch Streets	Philadelphia	PA	19103-2799		215-981-4000	215-981-4750	aaronsona@pepperlaw.com	Counsel for Capro, Ltd, Teleflex Automotive Manufacturing Corporation and Teleflex Incorporated d/b/a Teleflex Morse (Capro)
Pepper, Hamilton LLP	Linda J. Casey	3000 Two logan Square	Eighteenth & Arch Streets	Philadelphia	PA	19103-2799		215-981-4000	215-981-4750	caseyl@pepperlaw.com	Counsel for SKF USA, Inc.
Pepper, Hamilton LLP	Henry Jaffe	1313 Market Street	PO Box 1709	Wilmington	DE	19899-1709		302-777-6500	302-421-8390	jaffeh@pepperlaw.com	Counsel for SKF USA, Inc.
Pepper, Hamilton LLP	Francis J. Lawall	3000 Two logan Square	Eighteenth & Arch Streets	Philadelphia	PA	19103-2799		215-981-4000	215-981-4750	lawallf@pepperlaw.com	Counsel for Capro, Ltd, Teleflex Automotive Manufacturing Corporation and Teleflex Incorporated d/b/a Teleflex Morse (Capro)
Phillips Nizer LLP	Sandra A. Riemer, Esq.	666 Fifth Avenue		New York	NY	10103		212-841-0589	212-262-5152	sriemer@phillipsnizer.com	Counsel to Freescale Semiconductor, Inc. f/k/a Motorola Semiconductor Systems (U.S.A.) Inc.
Pierce Atwood LLP	Jacob A. Manheimer	One Monument Square		Portland	ME	04101		207-791-1100	207-791-1350	jmanheimer@pierceatwood.com	Counsel for FCI Canada, Inc.; FCI Electronics Mexico, S. de R.L. de C.V.; FCI USA, Inc.; FCI Brasil, Ltda; FCI Automotive Deutschland GmbH; FCI Italia S. p.A.
Pierce Atwood LLP	Keith J. Cunningham	One Monument Square		Portland	ME	04101		207-791-1100	207-791-1350	kcunningham@pierceatwood.com	Counsel for FCI Canada, Inc.; FCI Electronics Mexico, S. de R.L. de C.V.; FCI USA, Inc.; FCI Brasil, Ltda; FCI Automotive Deutschland GmbH; FCI Italia S. p.A.

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY	PHONE	FAX	EMAIL	PARTY / FUNCTION
Pillsbury Winthrop Shaw Pittman LLP	Karen B. Dine	1540 Broadway		New York	NY	10036-4039		212-858-1000	212-858-1500	karen.dine@pillsburylaw.com	Counsel for Clarion Corporation of America
Pillsbury Winthrop Shaw Pittman LLP	Margot P. Erlich	1540 Broadway		New York	NY	10036-4039		212-858-1000	212-858-1500	margot.erlich@pillsburylaw.com	Counsel for MeadWestvaco Corporation, MeadWestvaco South Carolina LLC and MeadWestvaco Virginia Corporation
Pillsbury Winthrop Shaw Pittman LLP	Mark D. Houle	650 Town Center Drive	7th Floor	Costa Mesa	CA	92626-7122		714-436-6800	714-436-2800	mark.houle@pillsburylaw.com	Counsel for Clarion Corporation of America
Pillsbury Winthrop Shaw Pittman LLP	Richard L. Epling	1540 Broadway		New York	NY	10036-4039		212-858-1000	212-858-1500	richard.epling@pillsburylaw.com	Counsel for MeadWestvaco Corporation, MeadWestvaco South Carolina LLC and MeadWestvaco Virginia Corporation
Pillsbury Winthrop Shaw Pittman LLP	Robin L. Spear	1540 Broadway		New York	NY	10036-4039		212-858-1000	212-858-1500	robin.spear@pillsburylaw.com	Counsel for MeadWestvaco Corporation, MeadWestvaco South Carolina LLC and MeadWestvaco Virginia Corporation
Pitney Hardin LLP	Ronald S. Beacher	7 Times Square		New York	NY	10036		212-297-5800	212-682-3485	rbeacher@pitneyhardin.com	Counsel for IBJTC Business Credit Corporation
Pitney Hardin LLP	Richard M. Meth	P.O. Box 1945		Morristown	NJ	07962-1945		973-966-6300	973-966-1015	rmeth@pitneyhardin.com	Counsel for Marshall E. Campbell Company
Porzio, Bromberg & Newman, P.C.	Brett S. Moore, Esq.	100 Southgate Parkway	P.O. Box 1997	Morristown	NJ	07960		973-538-4006	973-538-5146	bsmoore@pbnlaw.com	Counsel to Neuman Aluminum Automotive, Inc. and Neuman Aluminum Impact Extrusion, Inc.
Porzio, Bromberg & Newman, P.C.	John S. Mairo, Esq.	100 Southgate Parkway	P.O. Box 1997	Morristown	NJ	07960		973-538-4006	973-538-5146	jsmairo@pbnlaw.com	Counsel for International Brotherhood of Electrical Workers Local Unions No. 663; International Association of Machinists; AFL-CIO Tool and Die Makers Local Lodge 78, District 10
Previant, Goldberg, Uelman, Gratz, Miller & Brueggeman, S.C.	Jill M. Hartley and Marianne G. Robbins	1555 N. RiverCenter Drive	Suite 202	Milwaukee	WI	53212		414-271-4500	414-271-6308	jh@previant.com mgr@previant.com	Counsel for National Molding Corporation; Security Plastics Division/NMC LLC
Pryor & Mandelup, LLP	A. Scott Mandelup, Kenneth A. Reynolds	675 Old Country Road		Westbury	NY	11590		516-997-0999	516-333-7333	asm@pryormandelup.com kar@pryormandelup.com	Counsel to QAD, Inc.
QAD, Inc.	Jason Pickering, Esq.	10,000 Midlantic Drive		Mt. Laurel	NJ	08054		856-840-2489	856-840-2740	jkp@qad.com	Counsel to QAD, Inc.
Quadrangle Debt Recovery Advisors LLC	Andrew Herenstein	375 Park Avenue, 14th Floor		New York	NY	10152		212-418-1742	866-741-2505	andrew.herenstein@quadranglegroup.com	Counsel to Quadrangle Debt Recovery Advisors LLC
Quadrangle Group LLC	Patrick Bartels	375 Park Avenue, 14th Floor		New York	NY	10152		212-418-1748	866-552-2052	patrick.bartels@quadranglegroup.com	Counsel to Quadrangle Group LLC
Quarles & Brady Streich Lang LLP	John A. Harris	Renaissance One	Two North Central Avenue	Phoenix	AZ	85004-2391		602-229-5200	602-229-5690	jharris@quarles.com	Counsel for Semiconductor Components Industries, Inc.
Quarles & Brady Streich Lang LLP	Kasey C. Nye	One South Church Street		Tucson	AZ	85701		520-770-8717	520-770-2203	knye@quarles.com	Counsel for Offshore International, Inc.; Maquilas Teta Kawi, S.A. de C.V.; On Semiconductor Corporation
Quarles & Brady Streich Lang LLP	Scott R. Goldberg	Renaissance One	Two North Central Avenue	Phoenix	AZ	85004-2391		602-229-5200	602-229-5690	sgoldber@quarles.com	Counsel for General Electric Capital Corporation, Strategic Asset Finance.
Reed Smith	Elena Lazarou	599 Lexington Avenue	29th Street	New York	NY	10022		212-521-5400	212-521-5450	elazarou@reedsmith.com	Counsel to Republic Engineered Products, Inc.
Republic Engineered Products, Inc.	Joseph Lapinsky	3770 Embassy Parkway		Akron	OH	44333		330-670-3004	330-670-3020	ilapinsky@republicengineered.com	Counsel for Microsoft Corporation; Microsoft Licensing, GP
Riddell Williams P.S.	Joseph E. Shickich, Jr.	1001 4th Ave.	Suite 4500	Seattle	WA	98154-1195		206-624-3600	206-389-1708	jshickich@riddellwilliams.com	Counsel for ICX Corporation
Riemer & Braunstein LLP	Mark S. Scott	Three Center Plaza		Boston	MA	02108		617-523-9000	617-880-3456	msscotti@riemerlaw.com	Counsel for Riverside Claims LLC
Riverside Claims LLC	Holly Rogers	2109 Broadway	Suite 206	New York	NY	10023		212-501-0990	212-501-7088	holly@regencap.com	Counsel for Blue Cross Blue Shield of South Carolina
Robinson, McFadden & Moore, P.C.	Annemarie B. Mathews	P.O. Box 944		Columbia	SC	29202		803-779-8900	803-771-9411	amathews@robinsonlaw.com	Counsel for Brembo S.p.A.; Bibielle S.p.A.; AP Racing
Ropers, Majeski, Kohn & Bentley	Christopher Norgaard	515 South Flower Street	Suite 1100	Los Angeles	CA	90071		213-312-2000	213-312-2001	cnorgaard@ropers.com	Attorneys for D-J, Inc.
Ropes & Gray LLP	Gregory O. Kaden	One International Place		Boston	MA	02110-2624		617-951-7000	617-951-7050	gregory.kaden@ropesgray.com	Attorneys for D-J, Inc.
Ropes & Gray LLP	Marc E. Hirschfield	45 Rockefeller Plaza		New York	NY	10111-0087		212-841-5700	212-841-5725	marc.hirschfield@ropesgray.com	

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY	PHONE	FAX	EMAIL	PARTY / FUNCTION
Rosen Slome Marder LLP	Thomas R. Slome	333 Earle Ovington Boulevard	Suite 901	Uniondale	NY	11533		516-227-1600		tslome@rsmllp.com	Counsel for JAE Electronics, Inc.
Russell Reynolds Associates, Inc.	Charles E. Boulbol, P.C.	26 Broadway, 17th Floor		New York	NY	10004		212-825-9457	212-825-9414	rtrack@msn.com	Counsel to Russell Reynolds Associates, Inc.
Sachnoff & Weaver, Ltd	Charles S. Schulman, Arlene N. Gelman	10 South Wacker Drive	40th Floor	Chicago	IL	60606		312-207-1000	312-207-6400	cschulman@sachnoff.com agelman@sachnoff.com	Counsel for Infineon Technologies North America Corporation
Satterlee Stephens Burke & Burke LLP	Christopher R. Belmonte	230 Park Avenue		New York	NY	10169		212-818-9200	212-818-9606	cbelmonte@ssbb.com	Counsel to Moody's Investors Service
Satterlee Stephens Burke & Burke LLP	Pamela A. Bosswick	230 Park Avenue		New York	NY	10169		212-818-9200	212-818-9606	pbosswick@ssbb.com	Counsel to Moody's Investors Service
Schafer and Weiner PLLC	Daniel Weiner	40950 Woodward Ave.	Suite 100	Bloomfield Hills	MI	48304		248-540-3340		dweiner@schaferandweiner.com	Counsel for Dott Industries, Inc.
Schafer and Weiner PLLC	Howard Borin	40950 Woodward Ave.	Suite 100	Bloomfield Hills	MI	48304		248-540-3340		hborin@schaferandweiner.com	Counsel for Dott Industries, Inc.
Schafer and Weiner PLLC	Max Newman	40950 Woodward Ave.	Suite 100	Bloomfield Hills	MI	48304		248-540-3340		mnewman@schaferandweiner.com	Counsel for Dott Industries, Inc.
Schafer and Weiner PLLC	Ryan Heilman	40950 Woodward Ave.	Suite 100	Bloomfield Hills	MI	48304		248-540-3340		rheilman@schaferandweiner.com	Counsel for Dott Industries, Inc.
Schiff Hardin LLP	Michael Yetnikoff	623 Fifth Avenue	28th Floor	New York	NY	10022		212-753-5000	212-753-5044	myetnikoff@schiffhardin.com	Counsel for Means Industries
Schiff Hardin LLP	William I. Kohn	6600 Sears Tower		Chicago	IL	60066		312-258-5500	312-258-5600	wkohn@schiffhardin.com	Counsel for Means Industries
Schiffman & Barroway, LLP	Michael Yarnoff	280 King of Prussia Road		Radnor	PA	19087		610-667-7056	610-667-7706		Counsel for Teachers Retirement System of Oklahoma; Public Employees' Retirement System of Mississippi; Raifeisen Kapitalanlage-Gesellschaft m.b.H and Stichting Pensioenfornds ABP
Schiffman & Barroway, LLP	Sean M. Handler	280 King of Prussia Road		Radnor	PA	19087		610-667-7706	610-667-7056	shandler@sbclasslaw.com	Counsel for Teachers Retirement System of Oklahoma; Public Employees' Retirement System of Mississippi; Raifeisen Kapitalanlage-Gesellschaft m.b.H and Stichting Pensioenfornds ABP
Schulte Roth & Sabel LLP	James T. Bentley	919 Third Avenue		New York	NY	10022		212-756-2273	212-593-5955	james.bentley@srz.com	Counsel for Panasonic Automotive Systems Company of America
Schulte Roth & Sabel LLP	Michael L. Cook	919 Third Avenue		New York	NY	10022		212-756-2000	212-595-5955	michael.cook@srz.com	Counsel for Panasonic Automotive Systems Company of America; D.C. Capital Partners, L.P.
Schulte Roth & Sabel LLP	Carol Weiner Levy	919 Third Avenue		New York	NY	10022		212-756-2000	212-595-5955	carol.weiner.levy@srz.com	Counsel for D.C. Capital Partners, L.P.
Seyfarth Shaw LLP	Paul M. Baisier, Esq.	1545 Peachtree Street, N.E.	Suite 700	Atlanta	GA	30309-2401		404-885-1500	404-892-7056	pbaisier@seyfarth.com	Counsel to Murata Electronics North America, Inc.; Fujikura America, Inc.
Seyfarth Shaw LLP	Robert W. Dremluk, Esq.	1270 Avenue of the Americas	Suite 2500	New York	NY	10020-1801		212-218-5500	212-218-5526	rdremluk@seyfarth.com	Counsel to Murata Electronics North America, Inc.; Fujikura America, Inc.
Seyfarth Shaw LLP	William J. Hanlon	World Trade Center East	Two Seaport Lane, Suite 300	Boston	MA	02210		617-946-4800	617-946-4801	whanlon@seyfarth.com	Counsel for le Belier/LBQ Foundry S.A. de C.V.
Sheehan Phinney Bass + Green Professional Association	Steven E. Boyce	1000 Elm Street	P.O. Box 3701	Manchester	NH	03105-2347		603-627-8278	603-641-2347	sboyce@sheehan.com	Counsel for Source Electronics, Inc.
Sheldon S. Toll PLLC	Sheldon S. Toll	2000 Town Center	Suite 2550	Southfield	MI	48075		248-358-2460	248-358-2740	lawtoll@comcast.net	Counsel for Milwaukee Investment Company
Sher, Garner, Cahill, Richter, Klein & Hilbert, LLC	Robert P. Thibeaux	5353 Essen Lane	Suite 650	Baton Rouge	LA	70809		225-757-2185	225-757-7674	rthibeaux@shergarner.com	Counsel for Gulf Coast Bank & Trust Company
Sher, Garner, Cahill, Richter, Klein & Hilbert, LLC	Robert P. Thibeaux	909 Poydras Street	28th Floor	New Orleans	LA	70112-1033		504-299-2100	504-299-2300	rthibeaux@shergarner.com	Counsel for Gulf Coast Bank & Trust Company
Shipman & Goodwin LLP	Jennifer L. Adamy	One Constitution Plaza		Hartford	CT	06103-1919		860-251-5811	860-251-5218	bankruptcy@goodwin.com	Counsel to Fortune Plastics Company of Illinois, Inc.; Universal Metal Hose Co.,
Sills, Cummis Epstein & Gross, P.C.	Andrew H. Sherman	30 Rockefeller Plaza		New York	NY	10112		212-643-7000	212-643-6500	asherman@sillscummis.com	Counsel for Hewlett-Packard Financial Services Company
Sills, Cummis Epstein & Gross, P.C.	Jack M. Zackin	30 Rockefeller Plaza		New York	NY	10112		212-643-7000	212-643-6500	jzackin@sillscummis.com	Counsel for Hewlett-Packard Financial Services Company
Silver Point Capital, L.P.	Chaim J. Fortgang	Two Greenwich Plaza	1st Floor	Greenwich	CT	06830		203-542-4216	203-542-4100	cfortgang@silverpointcapital.com	Counsel for Silver Point Capital, L.P.
Simpson Thacher & Bartlett LLP	Kenneth S. Ziman, Esq.	425 Lexington Avenue		New York	NY	10017		212-455-2000	212-455-2502	cfox@stblaw.com	Counsel to JPMorgan Chase Bank, N.A.
Simpson Thacher & Bartlett LLP	William T. Russell, Jr., Esq.	425 Lexington Avenue		New York	NY	10017		212-455-2000	212-455-2502	cfox@stblaw.com	Counsel to JPMorgan Chase Bank, N.A.

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY	PHONE	FAX	EMAIL	PARTY / FUNCTION
Smith, Gambrell & Russell, LLP	Barbara Ellis-Monro	1230 Peachtree Street, N.E.	Suite 3100	Atlanta	GA	30309		404-815-3500	404-815-3509	bellis-monro@sgrlaw.com	Counsel for Southwire Company
Smith, Katzenstein & Furlow LLP	Kathleen M. Miller	800 Delaware Avenue, 7th Floor	P.O. Box 410	Wilmington	DE	19899		302-652-8400	302-652-8405	kmiller@skfdelaware.com	Counsel for Airgas, Inc.
Sonnenschein Nath & Rosenthal LLP	D. Farrington Yates	1221 Avenue of the Americas	24th Floor	New York	NY	10020		212-768-6700	212-768-6800		Counsel for Molex, Inc. and INA USA, Inc.
Sonnenschein Nath & Rosenthal LLP	Jo Christine Reed	1221 Avenue of the Americas	24th Floor	New York	NY	10020		212-768-6700	212-768-6800	jyates@sonnenschein.com	Counsel for Molex, Inc. and INA USA, Inc.
Sonnenschein Nath & Rosenthal LLP	Robert E. Richards	8000 Sears Tower	233 South Wacker Drive	Chicago	IL	60606		312-876-8000	312-876-7934	rrichards@sonnenschein.com	Counsel for Molex, Inc. and INA USA, Inc.
Sony Electronics Inc.	Lloyd B. Sarakin - Chief Counsel, Finance and Credit	1 Sony Drive	MD #1 E-4	Park Ridge	NJ	07656		201-930-7483		lloyd.sarakin@am.sony.com	Counsel to Sony Electronics, Inc.
Sotiroff & Abramczyk, P.C.	Robert M. Goldi	30400 Telegraph Road	Suite 444	Bingham Farms	MI	48025		248-642-6000	248-642-9001	rgoldi@sotablaw.com	Counsel for Michigan Heritage Bank; MHB Leasing, Inc.
Squire, Sanders & Dempsey L.L.P.	Eric Marcks	One Maritime Plaza	Suite 300	San Francisco	CA	94111-3492			415-393-9887	emarcks@ssd.com	Counsel for Furukawa Electric Co., Ltd. And Furukawa Electric North America, APD Inc.
Squire, Sanders & Dempsey L.L.P.	Penn Ayers Butler	600 Hansen Way		Palo Alto	CA	94304		650-856-6500	650-843-8777	pabutler@ssd.com	Counsel for Furukawa Electric Co., Ltd. And Furukawa Electric North America, APD Inc.
State of Michigan Department of Labor & Economic Growth, Unemployment Insurance Agency	Roland Hwang Assistant Attorney General	3030 W. Grand Boulevard	Suite 9-600	Detroit	MI	48202		313-456-2210	313-456-2201	hwangr@michigan.gov	Assistant Attorney General for State of Michigan, Unemployment Tax Office of the Department of Labor & Economic Growth, Unemployment Insurance Agency
Steel Technologies, Inc.	John M. Baumann	15415 Shelbyville Road		Louisville	KY	40245		502-245-0322	502-245-0542	jmbaumann@steeltechnologies.com	Counsel for Steel Technologies, Inc.
Stein, Rudser, Cohen & Magid LLP	Robert F. Kidd	825 Washington Street	Suite 200	Oakland	CA	94607		510-287-2365	510-987-8333	rkidd@srcm-law.com	Counsel for Excel Global Logistics, Inc.
Steinberg Shapiro & Clark	Mark H. Shapiro	24901 Northwestern Highway	Suite 611	Southfield	MI	48075		248-352-4700	248-352-4488	shapiro@steinbergshapiro.com	Counsel for Bing Metals Group, Inc.; Central Transport International, Inc.; Crown Enterprises, Inc.; Economy Transport, Inc.; Logistics Insight Corp (LINC); Universal Am-Can, Ltd.; Universal Truckload Services, Inc.
Sterns & Weinroth, P.C.	Jeffrey S. Posta	50 West State Street, Suite 1400	PO Box 1298	Trenton	NJ	08607-1298		609-392-2100	609-392-7956	jposta@sternslaw.com	Counsel for Doosan Infracore America Corp.
Stevens & Lee, P.C.	Chester B. Salomon, Esq. Constantine D. Pourakis, Esq.	485 Madison Avenue	20th Floor	New York	NY	10022		212-319-8500	212-319-8505	cs@stevenslee.com cp@stevenslee.com	Counsel to Tonoli Canada Ltd.; V.J. Technologies, Inc. and V.J. ElectronIX, Inc.
Stinson Morrison Hecker LLP	Mark A. Shaiken	1201 Walnut Street		Kansas City	MO	64106		816-842-8600	816-691-3495	mshaiken@stinsonmoheck.com	Counsel to Thyssenkrupp Waupaca, Inc. and Thyssenkrupp Stahl Company
Stites & Harbison PLLC	Robert C. Goodrich, Jr.	424 Church Street	Suite 1800	Nashville	TN	37219		615-244-5200	615-782-2371	madison.cashman@stites.com	Counsel to Setech, Inc.
Stites & Harbison PLLC	Madison L. Cashman	424 Church Street	Suite 1800	Nashville	TN	37219		615-244-5200	615-782-2371	robert.goodrich@stites.com	Counsel to Setech, Inc.
Stites & Harbison, PLLC	W. Robinson Beard, Esq.	400 West Market Street		Louisville	KY	40202		502-681-0448	502-779-8274	wbeard@stites.com	Counsel to WAKO Electronics (USA), Inc. and Ambrake Corporation
Stroock & Stroock & Lavan, LLP	Joseph G. Minias	180 Maiden Lane		New York	NY	10038		212-806-5400	212-806-6006	jminias@stroock.com	Counsel for 975 Opdyke LP; 1401 Troy Associates Limited Partnership; 1401 Troy Associates Limited Partnership c/o Etkin Equities, Inc.; 1401 Troy Associates LP; Brighton Limited Partnership; DPS Information Services, Inc.; Etkin Management Services, Inc. and Etkin Real Properties

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY	PHONE	FAX	EMAIL	PARTY / FUNCTION
Stroock & Stroock & Lavan, LLP	Kristopher M. Hansen	180 Maiden Lane		New York	NY	10038		212-806-5400	212-806-6006	khansen@stroock.com	Counsel for 975 Opdyke LP; 1401 Troy Associates Limited Partnership; 1401 Troy Associates Limited Partnership c/o Etkin Equities, Inc.; 1401 Troy Associates LP; Brighton Limited Partnership; DPS Information Services, Inc.; Etkin Management Services, Inc. and Etkin Real Properties
Swidler Berlin LLP	Robert N. Steinwurtzel	The Washington Harbour	3000 K Street, N.W. Suite 300	Washington	DC	20007		202-424-7500	202-424-7645	rsteinwurtzel@swidlaw.com	Attorneys for Sanders Lead Co., Inc.
Taft, Stettinius & Hollister LLP	Richard L. Ferrell	425 Walnut Street	Suite 1800	Cincinnati	OH	45202-3957		513-381-2838		ferrell@taftlaw.com	Counsel for Wren Industries, Inc.
Taft, Stettinius & Hollister LLP	W Timothy Miller Esq	425 Walnut Street	Suite 1800	Cincinnati	OH	45202		513-381-2838	513-381-0205	miller@taftlaw.com	Counsel for Select Industries Corporation and Gobar Systems, Inc.
Tennessee Department of Revenue	Marvin E. Clements, Jr.	c/o TN Attorney General's Office, Bankruptcy Division	PO Box 20207	Nashville	TN	37202-0207		615-532-2504	615-741-3334	marvin.clements@state.tn.us	Tennessee Department of Revenue
Terra Law LLP	David B. Draper	60 S. Market Street	Suite 200	San Jose	CA	95113		408-299-1200	408-998-4895	ddraper@terra-law.com	Counsel for Maxim Integrated Products, Inc.
Thacher Proffitt & Wood LLP	Jonathan D. Forstot	Two World Financial Center		New York	NY	10281		212-912-7679	212-912-7751	jforstot@tpw.com	Counsel for TT Electronics, Plc
Thacher Proffitt & Wood LLP	Louis A. Curcio	Two World Financial Center		New York	NY	10281		212-912-7607	212-912-7751	lcurcio@tpw.com	Counsel for TT Electronics, Plc
The Furukawa Electric Co., Ltd.	Mr. Tetsuhiro Niizeki	6-1 Marunouchi	2-Chrome, Chiyoda-ku	Tokyo	Japan	100-8322			81-3-3286-3919	niizeki.tetsuhiro@furukawa.co.jp	Legal Department of The Furukawa Electric Co., Ltd.
The Timpken Corporation BIC - 08	Robert Morris	1835 Dueber Ave. SW	PO Box 6927	Canton	OH	44706		1-330-438-3000	1-330-471-4388	robert.morris@timken.com	Representative for Timken Corporation
Thelen Reid & Priest LLP	David A. Lowenthal	875 Third Avenue		New York	NY	10022		212-603-2000	212-603-2001	dlowenthal@thelenreid.com	Counsel for American Finance Group, Inc. d/b/a Guaranty Capital Corporation
Thelen Reid & Priest LLP	Daniel A. Lowenthal	875 Third Avenue		New York	NY	10022		212-603-2000	212-603-2001	dlowenthal@thelenreid.com	Counsel for Oki Semiconductor Company
Thompson & Knight	Rhett G. Cambell	333 Clay Street	Suite 3300	Houston	TX	77002		713-654-1871	713-654-1871	rhett.campbell@tklaw.com	Counsel for STMicroelectronics, Inc.
Thompson & Knight LLP	John S. Brannon	1700 Pacific Avenue	Suite 300	Dallas	TX	75201		214-969-1505	214-969-1609	john.brannon@tklaw.com	Counsel for Victory Packaging
Thurman & Phillips, P.C.	Ed Phillips, Jr.	8000 IH 10 West	Suite 1000	San Antonio	TX	78230		210-341-2020	210-344-6460	ephillips@thurman-phillips.com	Counsel for Royberg, Inc. d/b/a Precision Mold & Tool and d/b/a Precision Mold and Tool Group
Todd & Levi, LLP	Jill Levi, Esq.	444 Madison Avenue	Suite 1202	New York	NY	10022		212-308-7400		jlevi@toddlelevi.com	Counsel to Bank of Lincolnwood
Togut, Segal & Segal LLP	Albert Togut, Esq.	One Penn Plaza	Suite 3335	New York	NY	10119		212-594-5000	212-967-4258	bmcdonough@teamtogut.com	Conflicts counsel to Debtors
Tyler, Cooper & Alcorn, LLP	W. Joe Wilson	City Place	35th Floor	Hartford	CT	06103-3488		860-725-6200	860-278-3802	wilson@tylercooper.com	Counsel for Barnes Group, Inc.
Underberg & Kessler, LLP	Helen Zamboni	300 Bausch & Lomb Place		Rochester	NY	14604		585-258-2800	585-258-2821	hazamboni@underbergkessler.com	Counsel for McAlpin Industries, Inc.
Union Pacific Railroad Company	Mary Ann Kilgore	1400 Douglas Street	MC 1580	Omaha	NE	68179		402-544-4195	402-501-0127	mkilgore@UP.com	Counsel for Union Pacific Railroad Company
United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers, International Union (USW), AFL-CIO	David Jury, Esq.	Five Gateway Center	Suite 807	Pittsburgh	PA	15222		412-562-2549	412-562-2429	djury@steelworkers-usw.org	Counsel to United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers, International Union (USW), AFL-CIO
Varnum, Riddering, Schmidt & Howlett LLP	Michael S. McElwee	Bridgewater Place	P.O. Box 353	Grand Rapids	MI	49501-0352		616-336-6827	616-336-7000	msmcelwee@varnumlaw.com	Counsel for Furukawa Electric North America APD
Vorys, Sater, Seymour and Pease LLP	Robert J. Sidman, Esq.	52 East Gay Street	P.O. Box 1008	Columbus	OH	43216-1008		614-464-6422	614-719-8676	rsidman@vssp.com	
Vorys, Sater, Seymour and Pease LLP	Tiffany Strelow Cobb	52 East Gay Street		Columbus	OH	43215		614-464-8322	614-719-4663	tscomb@vssp.com	Counsel for America Online, Inc. and its Subsidiaries and Affiliates
Wachtell, Lipton, Rosen & Katz	Emil A. Kleinhaus	51 West 52nd Street		New York	NY	10019-6150		212-403-1000	212-403-2000	EAKleinhaus@wlrk.com	Counsel for Capital Research and Management Company
Wachtell, Lipton, Rosen & Katz	Richard G. Mason	51 West 52nd Street		New York	NY	10019-6150		212-403-1000	212-403-2000	RGMason@wlrk.com	Counsel for Capital Research and Management Company
Waller Lansden Dortch & Davis, PLLC	David E. Lemke, Esq.	511 Union Street	Suite 2700	Nashville	TN	37219		615-244-6380	615-244-6804	david.lemke@wallerlaw.com	Counsel to Nissan North America, Inc.
Waller Lansden Dortch & Davis, PLLC	Robert J. Weihoelter, Esq.	511 Union Street	Suite 2700	Nashville	TN	37219		615-244-6380	615-244-6804	robert.weihoelter@wallerlaw.com	Counsel to Nissan North America, Inc.
Warner Norcross & Judd LLP	Stephen B. Grow	900 Fifth Third Center	111 Lyon Street, N.W.	Grand Rapids	MI	49503		616-752-2158		growsb@wnj.com	Counsel for Behr Industries Corp.
Warner Norcross & Judd LLP	Gordon J. Toering	900 Fifth Third Center	111 Lyon Street, N.W.	Grand Rapids	MI	49503		616-752-2185	616-222-2185	gtobring@wnj.com	Counsel for Robert Bosch Corporation

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY	PHONE	FAX	EMAIL	PARTY / FUNCTION
Warner Norcross & Judd LLP	Michael G. Cruse	2000 Town Center	Suite 2700	Southfield	MI	48075		248-784-5131	248-603-9631	mcruse@wnj.com	Counsel to Compuware Corporation
Warner Stevens, L.L.P.	Michael D. Warner	301 Commerce Street	Suite 1700	Fort Worth	TX	76102		817-810-5250	817-810-5255	bankruptcy@warnerstevens.com	Counsel for Electronic Data Systems Corp. and EDS Information Services, L.L.C.
Weiland, Golden, Smiley, Wang Ekvall & Strok, LLP	Lei Lei Wang Ekvall	650 Town Center Drive	Suite 950	Costa Mesa	CA	92626		714-966-1000	714-966-1002	lekvall@wglip.com	Counsel for Toshiba America Electronic Components, Inc.
Weinstein, Eisen & Weiss LLP	Aram Ordubegian	1925 Century Park East	#1150	Los Angeles	CA	90067		310-203-9393	310-203-8110	aordubegian@weineisen.com	Counsel for Orbotech, Inc.
Weltman, Weinberg & Reis Co., L.P.A.	Geoffrey J. Peters	175 South Third Street	Suite 900	Columbus	OH	43215		614-857-4326	614-222-2193	gpeters@weltman.com	Counsel to Seven Seventeen Credit Union
White & Case LLP	John K. Cunningham	1155 Avenue of the Americas		New York	NY	10036-2787		212-819-8200		jcunningham@whitecase.com	Counsel for Appaloosa Management, LP
White & Case LLP	Margarita Mesones-Mori	Wachovia Financial Center	200 South Biscayne Blvd., Suite 4900	Miami	FL	33131		305-371-2700	305-358-5744	mmesonesmori@whitecase.com	Counsel for Appaloosa Management, LP
Whyte, Hirschboeck Dudek S.C.	Bruce G. Arnold	555 East Wells Street	Suite 1900	Milwaukee	WI	53202-4894		414-273-2100	414-223-5000	barnold@whdlaw.com	Counsel for Schunk Graphite Technology
Winstead Sechrest & Minick P.C.	Berry D. Spears	401 Congress Avenue	Suite 2100	Austin	TX	78701		512-370-2800	512-370-2850	bspears@winstead.com	Counsel for National Instruments Corporation
Winstead Sechrest & Minick P.C.	R. Michael Farquhar	5400 Renaissance Tower	1201 Elm Street	Dallas	TX	75270		214-745-5400	214-745-5390	mfarquhar@winstead.com	Counsel for National Instruments Corporation
Winthrop Couchot Professional Corporation	Marc. J. Winthrop	660 Newport Center Drive	4th Floor	Newport Beach	CA	92660		949-720-4100	949-720-4111	mwinthrop@winthropcouchot.com	Counsel for Metal Surfaces, Inc.
Winthrop Couchot Professional Corporation	Sean A. O'Keefe	660 Newport Center Drive	4th Floor	Newport Beach	CA	92660		949-720-4100	949-720-4111	sokeefe@winthropcouchot.com	Counsel for Metal Surfaces, Inc.
WL Ross & Co., LLC	Oscar Iglesias	600 Lexington Avenue	19th Floor	New York	NY	10022		212-826-1100	212-317-4893	oiglesias@wltross.com	Counsel for WL Ross & Co., LLC
Womble Carlyle Sandridge & Rice, PLLC	Lillian H. Pinto	300 North Greene Street	Suite 1900	Greensboro	NC	27402		336-574-8058	336-574-4528	lpinto@wcsr.com	Counsel for Armacell
Zeichner Ellman & Krause LLP	Peter Janovsky	575 Lexington Avenue		New York	NY	10022		212-223-0400	212-753-0396	pjanovsky@zeklaw.com	Counsel for Toyota Tsusho America, Inc.
Zeichner Ellman & Krause LLP	Stuart Krause	575 Lexington Avenue		New York	NY	10022		212-223-0400	212-753-0396	skrause@zeklaw.com	Counsel for Toyota Tsusho America, Inc.

EXHIBIT C

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	PHONE	FAX	PARTY / FUNCTION
Akebono Corporation (North America)	Alan Swiech	34385 Twelve Mile Road		Farmington Hills	MI	48331	248-489-7406	866-609-0888	Vice President of Administration for Akebono Corporation
Barnes & Thornburg LLP	Mark R. Owens	11 S. Meridian Street		Indianapolis	IN	46204	317-236-1313	317-231-7433	Counsel for Clarion Corporation of America
Clark Hill PLC	Seth A. Drucker	500 Woodward Avenue	Suite 3500	Detroit	MI	48226-3435	313-965-8300	313-965-8252	Counsel for BorgWarner Turbo Systems Inc.; Metaldyne Company, LLC
King & Spalding, LLP	Alexandra B. Feldman	1185 Avenue of the Americas		New York	NY	10036	212-556-2100	212-556-2222	Counsel for Martinrea International, Inc.
Kirkland & Ellis LLP	Geoffrey A. Richards	200 East Randolph Drive		Chicago	IL	60601	312-861-2000	312-861-2200	Counsel for Lunt Manufacturing Company
North Point	Michelle M. Harner	901 Lakeside Avenue		Cleveland	OH	44114	216-586-3939	216-579-0212	Counsel for WL. Ross & Co., LLC
Professional Technologies Services	John V. Gorman	P.O. Box #304		Frankenmuth	MI	48734	989-385-3230	989-754-7690	Corporate Secretary for Professional Technologies Services

EXHIBIT D

Hearing Date and Time: June 16, 2006 at 10:00 a.m.
Objection Deadline: June 9, 2006 at 4:00 p.m.

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
333 West Wacker Drive, Suite 2100
Chicago, Illinois 60606
(312) 407-0700
John Wm. Butler, Jr. (JB 4711)
John K. Lyons (JL 4951)
Ron E. Meisler (RM 3026)

- and -

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
Four Times Square
New York, New York 10036
(212) 735-3000
Kayalyn A. Marafioti (KM 9632)
Thomas J. Matz (TM 5986)

Attorneys for Delphi Corporation, et al.,
Debtors and Debtors-in-Possession

Delphi Legal Information Hotline:
Toll Free: (800) 718-5305
International: (248) 813-2698

Delphi Legal Information Website:
<http://www.delphidocket.com>

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----	-	x	
	:		
In re	:	Chapter 11	
	:		
DELPHI CORPORATION, <u>et al.</u> ,	:	Case No. 05-44481 (RDD)	
	:		
	:	(Jointly Administered)	
Debtors.	:		
-----	-	x	

MOTION FOR ORDER UNDER 11 U.S.C. § 363(b) AND FED. R. BANKR. P. 2002 AND 6004
AUTHORIZING AND APPROVING DEBTORS' ENTRY INTO TRANSFER AGREEMENT WITH
JOHNSON CONTROLS, INC. PROVIDING FOR (A) SALE OF ACQUIRED ASSETS FREE AND
CLEAR OF LIENS, CLAIMS, AND ENCUMBRANCES (B) CONTINUATION AND TRANSITION
OF SUPPLY TO JOHNSON CONTROLS, INC. OF BATTERY PRODUCTS OUT OF FITZGERALD
FACILITY AND (C) IMPLEMENTATION OF ATTRITION PLAN WITH RESPECT TO NEW
BRUNSWICK FACILITY IN ACCORDANCE WITH IUE-CWA MEMORANDUM

("NEW BRUNSWICK TRANSFER MOTION")

Delphi Corporation ("Delphi") and certain of its subsidiaries and affiliates (the "Affiliate Debtors"), debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), hereby submit this motion (the "Motion") for an order pursuant to 11 U.S.C. § 363(b) and Fed. R. Bankr. P. 2002 and 6004 authorizing and approving the Debtors' entry into the postpetition Transfer Agreement dated May 26, 2006 by and between Delphi Automotive Systems LLC, a Debtor in these cases, and Johnson Controls, Inc. ("JCI"), a copy of which is attached hereto as Exhibit A (together, with the exhibits and schedules attached thereto, the "Transfer Agreement"), providing for (a) sale of certain assets of the Debtors' battery manufacturing facility in New Brunswick, New Jersey (the "New Brunswick Facility") free and clear of liens, claims, and encumbrances, (b) the continuation and transition of supply of battery products to Johnson Controls, Inc. of battery products from the Debtors' battery manufacturing facility in Fitzgerald, Georgia (the "Fitzgerald Facility"), and (c) implementation of an attrition plan with respect to the New Brunswick facility. In support of this Motion, the Debtors respectfully represent as follows:

Background

A. The Chapter 11 Filings

1. On October 8 and 14, 2005, Delphi and certain of its U.S. subsidiaries and affiliates filed voluntary petitions in this Court for reorganization relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1330, as amended (the "Bankruptcy

Code"). The Debtors continue to operate their businesses and manage their properties as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. This Court entered orders directing the joint administration of the Debtor's chapter 11 cases.

2. On October 17, 2005, the Office of the United States Trustee (the "U.S. Trustee") appointed an official committee of unsecured creditors (the "Creditors' Committee"). On April 28, 2006, the U.S. Trustee appointed an official committee of equity security holders (the "Equity Committee"). No trustee or examiner has been appointed in the Debtors' cases.

3. This Court has jurisdiction over this motion pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This matter is a core proceeding under 28 U.S.C. § 157(b)(2).

4. The statutory predicates for the relief requested herein are section 363 of the Bankruptcy Code and Rules 2002 and 6004 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").

B. Current Business Operations Of The Debtors

5. Delphi and its subsidiaries and affiliates (collectively, the "Company") had global 2005 net sales of approximately \$26.9 billion, and global assets as of August 31, 2005 of approximately \$17.1 billion.¹ At the time of its chapter 11 filing, Delphi ranked as the fifth largest public company business reorganization in terms of revenues, and the thirteenth largest public company business reorganization in terms of assets. Delphi's non-U.S. subsidiaries are not chapter 11 debtors and continue their business operations without supervision from the Bankruptcy Court.

¹ The aggregated financial data used in this Motion generally consists of consolidated information from Delphi and its worldwide subsidiaries and affiliates.

6. The Company is a leading global technology innovator with significant engineering resources and technical competencies in a variety of disciplines, and is one of the largest global suppliers of vehicle electronics, transportation components, integrated systems and modules, and other electronic technology. The Company supplies products to nearly every major global automotive original equipment manufacturer.

7. Delphi was incorporated in Delaware in 1998 as a wholly-owned subsidiary of GM. Prior to January 1, 1999, GM conducted the Company's business through various divisions and subsidiaries. Effective January 1, 1999, the assets and liabilities of these divisions and subsidiaries were transferred to the Company in accordance with the terms of a Master Separation Agreement between Delphi and GM. In connection with these transactions, Delphi accelerated its evolution from a North American-based, captive automotive supplier to a global supplier of components, integrated systems, and modules for a wide range of customers and applications. Although GM is still the Company's single largest customer, today more than half of Delphi's revenue is generated from non-GM sources.

C. Events Leading To The Chapter 11 Filing

8. In the first two years following Delphi's separation from GM, the Company generated approximately \$2 billion in net income. Every year thereafter, however, with the exception of 2002, the Company has suffered losses. In calendar year 2004, the Company reported a net loss of approximately \$4.8 billion on \$28.6 billion in net sales.² Reflective of a continued downturn in the marketplace, in 2005 Delphi incurred net losses of approximately \$2.8 billion on net sales of \$26.9 billion.

² Reported net losses in calendar year 2004 reflect a \$4.1 billion tax charge, primarily related to the recording of a valuation allowance on the U.S. deferred tax assets as of December 31, 2004. The Company's net operating loss in calendar year 2004 was \$482 million.

9. The Debtors believe that the Company's financial performance has deteriorated because of: (a) increasingly unsustainable U.S. legacy liabilities and operational restrictions driven by collectively bargained agreements, including restrictions preventing the Debtors from exiting non-profitable, non-core operations, all of which have the effect of creating largely fixed labor costs, (b) a competitive U.S. vehicle production environment for domestic OEMs resulting in the reduced number of motor vehicles that GM produces annually in the United States and related pricing pressures, and (c) increasing commodity prices.

10. In light of these factors, the Company determined that it would be imprudent and irresponsible to defer addressing and resolving its U.S. legacy liabilities, product portfolio, operational issues, and forward-looking revenue requirements. Because discussions with its major unions and GM had not progressed sufficiently by the end of the third quarter of 2005, the Company commenced these chapter 11 cases for its U.S. businesses to complete the Debtors' transformation plan and preserve value for its stakeholders.

D. The Debtors' Transformation Plan

11. On March 31, 2006, the Company outlined the key tenets of its transformation plan. The Company believes that this plan will enable it to return to stable, profitable business operations and allow the Debtors to emerge from these chapter 11 cases in the first half of 2007. To complete their restructuring process, the Debtors must focus on five key areas. First, Delphi must modify its labor agreements to create a competitive arena in which to conduct business. Second, the Debtors must conclude their negotiations with GM to finalize GM's financial support for the Debtors' legacy and labor costs and to ascertain GM's business commitment to the Company. Third, the Debtors must streamline their product portfolio to capitalize on their world-class technology and market strengths and make the

necessary manufacturing alignment with their new focus. Fourth, the Debtors must transform their salaried workforce to ensure that the Company's organizational and cost structure is competitive and aligned with its product portfolio and manufacturing footprint. Finally, the Debtors must devise a workable solution to their current pension situation.

12. In connection with the first two elements of the Company's transformation plan, Delphi continues to participate in discussions with its unions and GM. Throughout those discussions, Delphi has consistently communicated a clear message to both its hourly workforce and GM: Delphi is committed to finding a consensual resolution to its issues and intends to continue to discuss with its unions and GM ways to become competitive in the Debtors' U.S. operations. To that end, Delphi, GM and the UAW recently received this Court's approval of a tripartite agreement providing for a special hourly attrition program for Delphi's UAW-represented employees (the "UAW Special Attrition Program"). This special hourly attrition program could provide as many as 18,000 of Delphi's 23,000 existing UAW-represented long-term hourly employees with "soft landings" through retirement attrition programs and GM flowbacks. Delphi also hopes to reach agreement on similar hourly attrition programs with its other unions, which could provide as many as 4,500 additional hourly employees with retirement programs or incentives.

13. These hourly attrition programs constitute an important first step in implementing the Debtors' transformation plan, but will not resolve all of the issues related to Delphi's uncompetitive labor agreements. Moreover, Delphi has not yet reached comprehensive agreements with its unions and GM. Therefore, on March 31, 2006, Delphi moved under sections 1113 and 1114 of the Bankruptcy Code for authority to reject its U.S.

labor agreements and to modify retiree benefits.³ Contemporaneously therewith, the Debtors also moved to reject unprofitable supply contracts with GM.⁴ Among the reasons for the GM contract rejection motion was the Debtors' belief that GM must cover a greater portion of the costs of manufacturing products for GM at plants that bear the burden of the Debtors' legacy costs. This initial motion covers approximately half of the Debtors' North American annual purchase volume revenue from GM but only 10% of the Debtors' total contracts with GM. Although the filing of these motions was a necessary procedural step, the Debtors remain focused on reaching a consensual resolution with all of Delphi's unions and GM before a hearing on the motions is necessary.

14. To implement the third element of the Debtors' transformation plan, the Company announced plans to focus its product portfolio on those core technologies for which the Company has significant competitive and technological advantages and expects the greatest opportunities for increased growth. To that end, the Company will concentrate the organization around the following core strategic product lines: (a) Controls & Security (Body Security, Mechatronics, Power Products, and Displays), (b) Electrical/Electronic Architecture (Electrical/Electronic Distribution Systems, Connection Systems, and Electrical Centers), (c) Entertainment & Communications (Audio, Navigation, and Telematics), (d) Powertrain (Diesel

³ Motion For Order Under 11 U.S.C. § 1113(c) Authorizing Rejection Of Collective Bargaining Agreements And Under 11 U.S.C. § 1114(g) Authorizing Modification of Retiree Welfare Benefits (Docket No. 3035).

⁴ Motion For Order Under 11 U.S.C. § 365 And Fed. R. Bankr. P. 6006 Authorizing Rejection Of Certain Executory Contracts With General Motors Corporation (Docket No. 3033).

and Gas Engine Management Systems), (e) Safety (Occupant Protection and Safety Electronics), and (f) Thermal (Climate Control & Powertrain Cooling).⁵

15. In contrast, the Company similarly identified certain non-core product lines that do not fit into its future strategic framework, including Brake & Chassis Systems, Catalysts, Cockpits and Instrument Panels, Door Modules and Latches, Ride Dynamics, Steering, and Wheel Bearings. The Company will seek to sell or wind-down these non-core product lines (which will include approximately one-third of its global manufacturing sites) and will consult with its customers, unions, and other stakeholders to carefully manage the transition of such affected product lines. The Company intends to sell or wind-down the non-core product lines and manufacturing sites by January 1, 2008.

16. As part of its organizational restructuring, the fourth element of the Debtors' transformation plan, the Company expects to reduce its global salaried workforce by as many as 8,500 employees as a result of portfolio and product rationalizations and initiatives adopted following an analysis of the Company's selling, general, and administration ("SG&A") cost saving opportunities. The Company believes that once its SG&A plan is fully implemented, the Company should realize savings of approximately \$450 million per year in addition to savings realized from competitive measures planned for its core businesses and the disposition of non-core assets.

17. As noted above, the final key tenet of the transformation plan is to devise a workable solution to the Debtors' current pension situation. The Debtors' goal is to retain the benefits accrued under the existing defined benefit U.S. pension plans for both the

⁵ The Company does not expect the portfolio changes to have a significant impact on its independent aftermarket or consumer electronics businesses. Similarly, the Company does not expect an impact on medical, commercial vehicles, or other adjacent-market businesses and product lines.

Debtors' hourly and salaried workforce. To do so, however, it will be necessary to freeze the current hourly U.S. pension plan as of October 1, 2006 and to freeze the current salaried U.S. pension plan as of January 1, 2007. Despite the freeze, because of the size of the funding deficit, it will also be necessary for the Debtors to obtain relief from the Pension Benefit Guaranty Corporation, the Internal Revenue Service, the Department of Labor, and potentially Congress, to amortize funding contributions over a long-term period. The Company intends to replace the hourly plan (for certain employees) and the salaried plan with defined contribution plans.

18. Upon the conclusion of the reorganization process, the Debtors expect to emerge as a stronger, more financially sound business with viable U.S. operations that are well-positioned to advance global enterprise objectives. In the meantime, Delphi will marshal all of its resources to continue to deliver high-quality products to its customers globally. Additionally, the Company will preserve and continue the strategic growth of its non-U.S. operations and maintain its prominence as the world's premier auto supplier.

Relief Requested

19. By this Motion, the Debtors seek the entry of an order under section 363 of the Bankruptcy Code and Bankruptcy Rules 2002 and 6004 authorizing and approving the Debtors' entry into the Transfer Agreement providing for (a) the sale of certain assets of the New Brunswick Facility free and clear of liens, claims, and encumbrances, (b) continuation and transition of supply of battery products to Johnson Controls, Inc. from the Debtors' Fitzgerald Facility and (c) implementation of an attrition plan with respect to the New Brunswick Facility.

20. Approval of the Motion would allow the Debtors to sell their money-losing New Brunswick Facility to a buyer which has already purchased the Debtors' worldwide

battery business and, thus, is in a unique position to acquire that facility. The Debtors would also be able to transition production from the Fitzgerald Facility, another money-losing battery operation for the Debtors, in an orderly manner that is consistent with the UAW Special Attrition Program while meeting JCI's production requirements. Finally, approval of the Motion would (i) minimize the Debtors' human capital liabilities with respect to both facilities that might otherwise be entitled to administrative priority treatment, (ii) allocate risks and prospective obligations with respect to both facilities in a manner most advantageous to the Debtors, (iii) provide a means to manage the environmental liabilities at the New Brunswick Facility, and (iv) afford the Debtors certain Bankruptcy Code protections for sellers of assets.

Basis For Relief

A. Background

21. On June 30, 2005, as part of its efforts to dispose of non-core assets, Delphi sold its wholly owned lead acid battery business to JCI, a global manufacturer of automotive systems and building controls, for \$202.5 million, with post-closing adjustments of at least \$12.5 million.⁶ At the time of closing, however, Delphi was not able to transfer its U.S. battery manufacturing facilities to JCI, in particular the New Brunswick Facility, because of certain provisions in the Debtors' agreements with the International Union, IUE-CWA and IUE-CWA Local 416 (collectively, the "IUE-CWA"), the unions representing the Debtors' employees at the New Brunswick Facility. In particular, the existence of a "no-sale" clause

⁶ Pursuant to the 2005 sale, JCI purchased Delphi's battery operations in France, Brazil, and Mexico and Delphi's interest in battery manufacturing joint ventures in China, South Korea, Belgium, and Saudi Arabia.

(the "No-Sale Clause") in the agreements restricts the Debtors' ability to sell certain U.S. manufacturing sites, including the New Brunswick Facility, without the IUE-CWA's consent.⁷

22. Because of this restriction and Delphi's inability to obtain the IUE-CWA's consent, Delphi retained ownership of the New Brunswick Facility following the sale. Because of union considerations and because JCI could not fill existing customer needs with its own manufacturing facilities, however Delphi agreed to keep operating the Fitzgerald and New Brunswick Facilities to sell batteries exclusively to JCI under the Component Supply Agreement⁸, thus meeting JCI's requirements for the term of the Component Supply Agreement. As of the date of this Motion, the Debtors produce approximately three million batteries per year at the Fitzgerald Facility and approximately 1.8 million batteries per year at the New Brunswick Facility.

B. Transfer Agreement

23. To eliminate the operating losses associated with the continued operation of the New Brunswick Facility and the Fitzgerald Facility, minimize the administrative liabilities associated with the transfer of the New Brunswick Facility, provide a

⁷ The 2005 sale was effectuated pursuant to that certain Master Sale and Purchase Agreement (the "MSA") dated June 30, 2005 between Delphi and JCI. The MSA attached a number of ancillary agreements concerning the continuing supply of batteries to JCI, the eventual transfer of the New Brunswick Facility to JCI, and the continuation and transition of the Fitzgerald Facility. These prepetition ancillary agreements also addressed employee, labor, environmental, and other issues related to the sale of Delphi's battery business. These ancillary agreements include, but are not limited to: (i) the New Brunswick Put and Call Agreement (the "Put and Call Agreement"), providing for, among other things, a put option for the Debtors to sell the New Brunswick Facility to JCI for \$1 and the transfer of New Brunswick Facility employees to JCI following such a sale, with Delphi obligated to subsidize JCI with respect to traditional wage employees for the difference between their wages and benefits and those of a Tier III competitive wage employee – i.e., an employee whose competitive wages will not "grow into" traditional wages, (ii) the Tier 2 Component Supply Agreement (the "Component Supply Agreement"), providing for, among other things, the Debtors' commitment to continue supplying batteries to JCI from the New Brunswick and Fitzgerald Facilities, and (iii) the Environmental Matters Agreement (the "Environmental Matters Agreement"), which provides for the division of responsibilities between the parties for environmental liabilities, if any, at the Debtors' battery manufacturing plants around the globe.

⁸ A copy of the Component Supply Agreement is available upon request, subject to entering into an appropriate confidentiality agreement or protection order.

"soft landing" for affected employees, and complete the smooth transition of the battery business to JCI, the Debtors decided to explore a consensual transfer of the New Brunswick Facility to JCI.

24. To that end, over the past few months, the Debtors and JCI have been negotiating in earnest regarding the transfer of the New Brunswick Facility to JCI, including whether to consummate this transaction through an exercise of the put option or through other means. In connection with these negotiations, the parties have been in discussions regarding the number of employees who would be employed at the New Brunswick Facility following its transfer to JCI. Pursuant to the put option provided for in the Put and Call Agreement, it was contemplated that substantially all of the current hourly employees would be employed by JCI following the transfer. Since the Put and Call Agreement was signed, however, JCI no longer requires the full production capacity of both the New Brunswick Facility and Fitzgerald Facility and, accordingly, now only requires approximately one-third of the hourly employees currently working at the New Brunswick Facility.

25. To effectuate a consensual transfer to JCI, the Debtors and the IUE-CWA have been concurrently negotiating over the IUE-CWA's waiver of the No-Sale Clause relating to the New Brunswick Facility, a waiver of the requirement that JCI assume any contractual neutrality obligations collectively bargained by Delphi and the IUE-CWA (the "Neutrality Obligations"),⁹ and an attrition plan with respect to Delphi hourly employees at the New Brunswick Facility such that approximately 100 competitive wage hourly employees would transfer to JCI.

⁹ Pursuant to such Neutrality Obligations, Delphi has agreed to remain neutral during any IUE-CWA employee organizing campaign at Delphi's facilities.

26. The Debtors and JCI have reached an agreement regarding the disposition of the New Brunswick Facility and the continuation and transition¹⁰ of supply from the Fitzgerald Facility. Instead of resolving these matters pursuant to the prepetition ancillary agreements described above, the parties seek authority for the Debtors to enter into the Transfer Agreement.¹¹ The Transfer Agreement and proposed order submitted herewith would effectuate the sale of the New Brunswick Facility and the Acquired Assets (as such term is defined in the Transfer Agreement) to JCI free and clear of liens, claims, and encumbrances in exchange for JCI's payment to the Debtors of \$1.00 plus the value of certain inventory estimated at approximately \$1.7 million.

27. As more fully described below, the Transfer Agreement also provides for the continued supply of batteries as well as the orderly transition of production to JCI from the Fitzgerald Facility, the implementation of an attrition plan between Delphi and the IUE-CWA (the "IUE-CWA New Brunswick Attrition Plan") with respect to the New Brunswick Facility, and the IUE-CWA's waiver of the No-Sale Clause and the Neutrality Obligations (the "IUE-CWA Consent") with respect to the New Brunswick Facility. Further, JCI has agreed to pay the Debtors at closing \$12.5 million to reimburse the Debtors for a significant portion of the amounts to be spent under the IUE-CWA New Brunswick Attrition Plan. Finally, the Transfer Agreement provides for allocation of risks and prospective obligations with respect to the New Brunswick and Fitzgerald Facilities and requires, as a condition of its completion, the

¹⁰ While a general framework for the transition has been established and is set forth in the Component Supply Agreement, the schedule and volume of production related to the transition will be completed before closing and will be consistent with the UAW Special Attrition Program and JCI's needs.

¹¹ As noted above, the term "Transfer Agreement" includes the exhibits and schedule attached thereto. The material exhibits and schedules attached to the Transfer Agreement include, without limitation: Exhibit 1.13 (the Memorandum of Agreement between Delphi and the IUE-CWA, which sets forth both the IUE-CWA Consent, as defined below, and the IUE-CWA New Brunswick Attrition Plan, as defined below), Exhibit 3.6H (Environmental Matters), and Exhibit 4.1 (Employee Matters).

entry by this Court of the proposed order submitted herewith, which affords the Debtors certain Bankruptcy Code protections for sellers of assets.

28. Terms Of The Transfer Agreement. Other salient terms¹² of the Transfer Agreement between the Debtors and JCI are as follows:

(a) Completion. The completion of the sale of the Acquired Assets (the "Completion") would take place on the later date of August 1, 2006 (12:01 a.m. EST) and the date that is ten days after the date of the order approving this Motion, unless otherwise agreed to by the parties. At the Completion, (i) the Debtors would be required to deliver, among other things, a bill of sale for the Acquired Assets, including certain personal property and inventory, substantially in the form of Exhibit 2.2A to the Transfer Agreement, duly executed with an invoice relating to the Acquired Assets transferred, a covenant deed for the Real Property (as defined in the Transfer Agreement), a certificate of representations and performance, and an officer's certificate stating that at least \$12.5 million has been incurred by Delphi in furtherance of the IUE-CWA New Brunswick Attrition Plan (as defined below) and (ii) JCI would be required to deliver a certificate of representations and performance and pay to the Debtors the purchase price plus reimbursement by wire transfer in accordance with wiring instructions to be provided by the Debtors before Completion.

(b) Conditions To Completion. Pursuant to section 2.1 of the Transfer Agreement, the Transfer Agreement is subject to approval by the Bankruptcy Court, the Debtors' implementation of the IUE-CWA New Brunswick Attrition Plan, each party's compliance with its agreements with respect to certain employee matters, and the continued operation of the Fitzgerald Facility as a battery manufacturing facility in accordance with the Component Supply Agreement. In addition, the Debtors must not have negotiated any other collective bargaining agreement which purports to be applicable to the New Brunswick Facility. Finally, each party must not be in material default with respect to, or have rejected, the Component Supply Agreement and be in material compliance with the Environmental Matters Agreement with respect to the New Brunswick Facility as of completion date.

(c) Representations And Warranties. The representations and warranties relate to the power and authority to enter into the Transfer Agreement, enforceability of the Transfer Agreement, the accuracy and completeness of information provided by the parties to each other, environmental matters, and product liability and warranty matters.

¹² To the extent this summary differs in any way with the Transfer Agreement, the provisions of the Transfer Agreement control.

(d) Pursuant to section 2.8 of the Transfer Agreement, Delphi will continue to supply batteries to JCI from the Fitzgerald Facility in accordance with the terms of the Component Supply Agreement, as amended.

C. Sale Of Acquired Assets

29. By this Motion, the Debtors respectfully request entry of an order, pursuant to section 363(b) and (f) of the Bankruptcy Code, authorizing the Debtors to transfer the Acquired Assets¹³ to JCI free and clear of all liens, claims, and encumbrances. Certain liabilities and obligations of the Debtors are being undertaken by JCI, including, without limitation, those liabilities set forth on Exhibits 3.6H and 4.1 to the Transfer Agreement relating to environmental and employee matters, respectively.

30. The Debtors have concluded that the transfer of the Acquired Assets pursuant to the Transfer Agreement is the best opportunity available to the Debtors under unique circumstances surrounding the New Brunswick and Fitzgerald Facilities and the resolution of post-closing matters in connection with Delphi's 2005 sale of its battery business to JCI and that the consideration for such transfer provides maximum value for the Debtors, their estates, and their creditors.

31. The Debtors, in the exercise of their business judgment and in consultation with their advisors, have concluded that the practices often followed for the sale of a chapter 11 debtor's assets, namely the establishment of bidding procedures and the making of a market, would not maximize value in light of the previous sale of the battery business to JCI

¹³ As set forth in section 1.1 of the Transfer Agreement, the term "Acquired Assets" means the real property in connection with the New Brunswick Facility and all of the following assets to the extent that such assets are owned by the Debtors and used or held for use primarily or exclusively in the battery manufacturing business at the New Brunswick facility: administrative assets; permits; personal property owned by the Debtors that is located at the New Brunswick Facility and used for manufacturing battery products for JCI under the Component Supply Agreement; and certain inventory of the battery manufacturing business. This description of the Acquired Assets is only a summary of that term as it is defined in the Transfer Agreement. To the extent this summary differs in any way with the definition of "Acquired Assets" in section 1.1 of the Transfer Agreement, the provisions of the Transfer Agreement control.

and the practical inability of any party other than JCI to use the New Brunswick Facility.¹⁴

Moreover, upon the sale of the New Brunswick Facility, the Debtors are due to receive significant economic support from GM pursuant to a separate agreement between Delphi and GM, which was executed in connection with the sale of Delphi's global battery business, under the terms of which GM agreed to provide financial support for Delphi to transform its U.S. battery plant operations to be more efficient and competitive.¹⁵

32. The sale of the Acquired Assets, in particular the New Brunswick Facility, completes the 2005 sale of Delphi's battery business to JCI. Only JCI is in a position to maximize the use of the New Brunswick Facility, because JCI can integrate that facility into its global manufacturing capabilities. There are no other parties with the same unique need for the New Brunswick Facility as a battery manufacturing facility. Moreover, the costs of converting the New Brunswick Facility to other uses and resolving the human capital and environmental issues arising from such conversion would likely preclude another party from offering greater value for the New Brunswick Facility, let alone match JCI's offer to pay \$12.5 million to mitigate the costs of the IUE-CWA New Brunswick Attrition Plan. In addition, JCI is the only entity which will be able to operate the New Brunswick Facility, and thus employ New Brunswick employees, because it is obligated to provide a certain level of battery supply to its own customers. The Debtors have concluded that no other party is similarly motivated or able to purchase the Acquired Assets and take on the risks and obligations that are part of such an acquisition.

¹⁴ Moreover, the presence of non-competition provisions in the MSA may limit the Debtor's ability to sell the New Brunswick Facility to another party for more consideration. See, e.g., In re Nyren, 187 B.R. 424, 425 (Bankr. D. Conn. 1995) (creditor with non-monetary claim arising from non-compete covenant is entitled to relief from automatic stay).

¹⁵ Because the terms of this agreement are confidential, the Debtors have not attached a copy of the agreement as an exhibit to this Motion, nor can they disclose the terms of such agreement.

33. The Debtors evaluated all possible scenarios with respect to the transfer of the Acquired Assets to JCI and the continuation of supply and transition of production out of the Fitzgerald Facility (which would accompany any sale of the Acquired Assets), including but not limited to the assumption or rejection of the prepetition ancillary agreements with respect to Delphi's 2005 sale of its battery business to JCI, the acceleration of the transition of production out of the Fitzgerald Facility, and the costs of environmental remediation of the New Brunswick Facility with or without selling the facility to a third party. After analyzing these scenarios and the estimated outcomes, the Debtors have determined that the sale of the Acquired Assets to JCI pursuant to the Transfer Agreement provides maximum value to the Debtors and their stakeholders and best minimizes potential administrative liability for the estates.

D. Indemnification Obligations

34. Pursuant to the Transfer Agreement, the Debtors are committing on a postpetition basis to honor certain employee and environmental indemnification obligations to the extent that the proposed order granting this Motion, if entered by this Court, would not discharge liability with respect to any claim brought by a third party against JCI. These indemnification obligations are subject generally to a \$100,000 deductible¹⁶ and a \$20 million cap. The Debtors have determined that these indemnification obligations are fair and reasonable under the circumstances. Without these indemnification obligations, JCI would not have agreed to enter into the Transfer Agreement and would have been part of any transactions with JCI consummated in connection with the put option. The Debtors have analyzed the terms of these indemnification obligations and have determined that, because a sale of the

¹⁶ Indemnification obligations for certain environmental matters are subject to a \$500,000 deductible.

Acquired Assets as proposed herein would be free and clear of liens, claims, and encumbrances, including successor liability claims, the Debtors do not believe that the indemnification commitments will unduly expose the estates to administrative liability. Accordingly, the Debtors have concluded, in the exercise of their business judgment, that the proposed transactions, including the indemnification commitments, are in the best interests of the estates, their creditors, and other stakeholders.

E. Continuation and Transition of Supply of Battery Products Out of Fitzgerald Facility

35. By this Motion, the Debtors also seek approval, pursuant to section 363(b) of the Bankruptcy Code, for the Debtors continuation and transition of supply of battery production out of the Fitzgerald Facility in accordance with the terms of the Transfer Agreement. In connection with the transaction contemplated by the Transfer Agreement, the Debtors, while not assuming the Component Supply Agreement under section 365 of the Bankruptcy Code, would continue on a postpetition basis to supply battery products to JCI from the Fitzgerald Facility in accordance with the terms of the Component Supply Agreement, as amended pursuant to a transition plan to be completed by the parties.

36. As a result of this transition plan, the Debtors hope to operate the Fitzgerald Facility in a manner that allows Delphi to use its available resources consistent with the UAW Special Attrition Program¹⁷ and production requirements, while still satisfying the needs of an important customer of the Debtors. Throughout their reorganization efforts, the Debtors have worked diligently to continue to meet the production needs of their customers and as the Debtors have committed to do with all of their customers, this transition plan will be

¹⁷ The Debtors' employees at the Fitzgerald Facility belong to the UAW and (subject to the outcome of the notice of appeal recently filed by Wilmington Trust Company) will be eligible for the UAW Special Attrition Program approved by this Court pursuant to the Amended Order Under 11 U.S.C. § 363(b) and Fed. R. Bankr. P. 6004 Authorizing Debtors to Enter Into The UAW Special Attrition Program (Docket No. 3754) entered on May 12, 2006.

completed in consultation with JCI. Because the Fitzgerald Facility is a money-losing operation, losing approximately \$2 million per month, transitioning production will benefit all of the Debtors' stakeholders.¹⁸

F. IUE-CWA Consent And The IUE-CWA New Brunswick Attrition Plan

37. As stated above, to transfer the New Brunswick Facility to JCI, the IUE-CWA must consent to the transfer by waiving the No-Sale Clause and the Neutrality Obligations. As part of the negotiations over this IUE-CWA Consent, the Debtors and the IUE-CWA have also negotiated the terms of the IUE-CWA New Brunswick Attrition Plan, discussed below. The parties have memorialized such undertakings in the IUE-CWA Memorandum, which is attached as Exhibit 1.13 to the Transfer Agreement. By this Motion, the Debtors request authority to enter into and implement the IUE-CWA Consent and the IUE-CWA New Brunswick Attrition Plan, both of which are set forth in the IUE-CWA Memorandum.

38. Entry into and implementation of the IUE-CWA Consent and the IUE-CWA New Brunswick Attrition Plan is in the Debtors' best interests for the reasons set forth below. As of the date of this Motion, the New Brunswick Facility is operating at full manufacturing capacity with an approximately 300-employee workforce. JCI, however, does not wish to operate the facility at full manufacturing capacity but rather as a "form and finish facility"¹⁹ only with a reduced workforce of approximately 100 hourly employees. To encourage the consensual separation of more than 200 employees, the Debtors negotiated the

¹⁸ Moreover, upon the re-sourcing of manufacturing of all of the Fitzgerald Facility's battery volume to JCI, the Debtors are due to receive further significant economic support from GM pursuant to the separate agreement between Delphi and GM referenced above.

¹⁹ In JCI's battery manufacturing process, a "form and finish" facility is a facility that receives almost completed batteries from JCI's other battery manufacturing facilities, and at which production of those batteries is finalized for distribution to customers.

IUE-CWA New Brunswick Attrition Plan, pursuant to which certain eligible employees of the Debtors working at the New Brunswick Facility can retire with financial incentives through early retirement through a pre-retirement program, or by selecting certain buyout or buy down options.

39. The Debtors estimate that implementation of the IUE-CWA New Brunswick Attrition Plan will cost \$18 to 22.8 million, with \$12.5 million of that cost to be mitigated by JCI's reimbursement to be paid to the Debtors at the closing of the transaction.

40. Among the significant terms of the IUE-CWA New Brunswick Attrition Plan, which is meant to attrit all but approximately 100 of the current employees of the New Brunswick Facility, are the following options that eligible employees may select.²⁰

(a) Employees who are eligible to retire under the normal or early voluntary provisions of the Delphi Hourly-Rate Employees Pension Plan (the "HRP") as of August 1, 2006 would be eligible for a one-time, lump-sum incentive payment in the amount of \$35,000 in exchange for their agreement to retire.

(b) Employees age 50 and above with ten or more years of credited service who are eligible, as of August 1, 2006, to retire under the MSR²¹ (i.e., mutually satisfactory retirement) provisions of the HRP could do so.

(c) Employees with at least 27 and fewer than 30 years of credited service (regardless of age) would be eligible for special voluntary placement in a pre-retirement program under which they would (i) retire without additional incentives (i.e., such employees would not be eligible to receive the \$35,000 incentive payment described in paragraph (a) above) when they first accrue 30 years of credited service under the provisions of the HRP and (ii) receive gross monthly wages of \$2,800 to \$2,900 depending on their years of credited service.

(d) Employees who are participants in the Delphi HRP may elect to (i) receive a buyout of \$140,000 (with ten or more years of seniority) or a buy out

²⁰ The terms contained herein are provided solely as a summary and are qualified in all respects by the terms of the IUE-CWA New Brunswick Attrition Plan. To the extent that this summary differs in any way from the terms of the IUE-CWA New Brunswick Attrition Plan, the provisions of the IUE-CWA New Brunswick Attrition Plan will control. Additionally, the IUE-CWA New Brunswick Attrition Plan would be implemented consistent with the Debtors' other attrition programs, including release of claims by the employee participants.

²¹ The MSR provisions of the HRP are provisions to facilitate early retirement by employees at least 50 years old with ten or more years of credited service.

of \$70,000 (with fewer than ten years of seniority), less applicable withholdings, to sever all ties with Delphi except vested pension benefits or (ii) remain on the active roll for one year and receive one year of health care (at a total cost to Delphi of up to \$15,000), and a weekly payment of up to \$2,403.84, less withholdings, for one year (with ten or more years of seniority) or a weekly payment of \$1,057.69, less withholdings, for one year (with fewer than ten years of seniority) and sever all ties with Delphi, except vested pension benefits, if any, at the conclusion of the year. Employees electing either of these options also would also be eligible for up to \$2,100 per year pursuant to the terms of the Individual Upward Educational Plan for an additional two years beginning August 1, 2006, and ending July 31, 2008.

(e) Competitive rate employees who are not participants in the Delphi HRP may elect to receive a percentage buyout prorated against \$140,000 (with ten or more years of seniority), or against \$70,000 (with fewer than ten years of seniority but more than one year of seniority) less applicable withholdings, to sever all ties with Delphi. In each case, the buyout would be calculated based upon the participant's competitive wage rate as a percentage of the maximum traditional wage rate for the participant's classification.

(f) All participants choosing the options set forth in subparagraphs (a)-(e) above would be required to sign a release of all claims, except workers compensation claims.

(g) Employees at the New Brunswick Facility, except those on a leave of absence, who have not selected, or who are not eligible to participate in one of the options identified above, would be eligible for transfer, with seniority, to JCI effective August 1, 2006, at the established New Brunswick Tier III rate and with JCI Benefit Plans coverages. The offer of employment with JCI would sever all ties to Delphi, except for current vested benefits, if any. Traditional wage rate employees accepting such transfer would receive a \$50,000 buy down (intended to represent an offset to a timed wage and benefit reduction) to the Tier III wage and the existing JCI benefit levels. Such employees transferred to JCI will be required to sign a release of all claims, except workers compensation, as a condition for receiving the \$50,000 buy down amount. Employees on a leave of absence, who do not participate in the IUE-CWA Attrition Plan, would be eligible for transfer to JCI upon the conclusion of their leave.

(h) If during the remaining course of Delphi's bankruptcy, materially different Special Attrition Program financial incentives are negotiated between Delphi and the IUE-CWA for the option selected by the employee, it is understood that the employee will not be advantaged or disadvantaged (the "MFN clause").²²

²² The Debtors note that the MFN clause could increase or decrease the cost of the IUE-CWA New Brunswick Attrition Plan. This change, however, would be caused by a nation-wide attrition plan agreed to between Delphi and the IUE-CWA, which would be subject to Bankruptcy Court approval.

41. The transfer of the New Brunswick Facility pursuant to the IUE-CWA New Brunswick Attrition Plan would provide one other significant benefit to the Debtors relative to any transaction that would have been consummated pursuant to the Put and Call Agreement. Indeed, the Put and Call Agreement, the prepetition ancillary agreement providing for the transfer of the New Brunswick Facility to JCI pursuant to the exercise of a put option, requires the Debtors to pay a labor subsidy to JCI to cover the "labor differential," if any, between traditional wages paid to the Debtors' senior hourly employees transferring to JCI following the sale of the New Brunswick Facility and wages paid to the Debtors' Tier III competitive wage employees.²³ Paying this labor differential without a buy down mechanism would have been costly. The Debtors expect that, following the implementation of the IUE-CWA New Brunswick Attrition Plan, the approximately 100 employees who would be transferred to JCI would be either employees who are currently Tier III competitive wage employees or traditional wage employees who received the \$50,000 buy down to become Tier III competitive wage employees immediately before transfer. Accordingly, pursuant to the instant transaction, the Debtors will not be obligated to provide JCI with a labor differential.

G. Contemplated Settlement With New Jersey
Department of Environmental Protection

42. In addition to the transactions and agreements described above, the Transfer Agreement provides that the Debtors are responsible for complying with New Jersey's statutory environmental remediation obligations in connection with a transfer of the New Brunswick Facility. In particular, the Transfer Agreement requires, as a condition to the closing of the sale of the Acquired Assets, that the Debtors conduct such investigation and

²³ "Tier III" competitive wage employees are those employees who are covered by competitive operating agreements but who do not "grow in" to traditional wages. In contrast, "Tier II" competitive wage employees are those employees who do grow in to traditional wages over time.

remediation as required by the New Jersey Department of Environmental Protection to satisfy the requirements of New Jersey's Industrial Site Recovery Act, N.J.S.A. 13:1K-6 et seq. ("ISRA") and that the Debtors are responsible for undertaking the activities and submitting the required documentation to the NJDEP necessary to complete their responsibilities under ISRA with respect to the sale of the New Brunswick Facility. If the Debtors were not satisfying these obligations under ISRA, New Jersey law would prohibit the sale of the New Brunswick Facility.

43. Subsequent to the filing of this Motion, the Debtors will submit to the NJDEP the documentation required under ISRA and endeavor to enter into a remediation agreement with the NJDEP prior to the closing of the sale of the Acquired Assets to JCI. The Debtors intend to file for the June 16, 2006 omnibus hearing on shortened notice (and the Creditors' Committee has already consented to such shortened notice) the Motion For Order Under 11 U.S.C. §§ 363, 502, And 503 And Fed. R. Bankr. P. 9019(b) Authorizing Debtors To Compromise Or Settle Certain Classes Of Controversy And Allow Claims Without Further Court Approval, pursuant to which the Debtors would seek entry of an order authorizing them to compromise or settle, certain matters. Provided that this Court enters an order approving the settlement procedures proposed in the aforementioned motion, the Debtors will provide appropriate notice of the proposed settlement agreement with the NJDEP which will hopefully be approved without need for an order from this Court or, in the alternative the Debtors will file a motion to be heard at the July 19, 2006 omnibus hearing seeking approval of such settlement agreement. Once the Debtors receive appropriate approval of such a settlement agreement with the NJDEP, they will be able to close on the sale of the Acquired Assets by the scheduled closing date of August 1, 2006.

H. Notice Of Sale Hearing

44. On May 26, 2006 the Debtors will provide notice of the proposed sale of the New Brunswick Facility to JCI by serving this Motion and the Transfer Agreement by overnight delivery upon (i) the Office of the United States Trustee for the Southern District of New York, (ii) all entities known to have asserted any lien, claim, interest, or encumbrance in or upon the Acquired Assets, including but not limited to environmental, employee, and product liability claims, (iii) all federal, state and local regulatory or taxing authorities or recording offices, including but not limited environmental regulatory authorities, which have a reasonably known interest in the relief requested by the Motion, (iv) all entities known to have an interest in a transaction with respect to the Acquired Assets during the past six months, (v) the United States Attorney's office, (vi) the United States Department of Justice, (vii) the Securities and Exchange Commission, (viii) the Internal Revenue Service, (ix) all entities on the Master Service List (as defined by the Supplemental Order Under 11 U.S.C. §§ 102(1) And 105 And Fed. R. Bankr. P. 2002(M), 9006, 9007, And 9014 Establishing Omnibus Hearing Dates And Certain Notice, Case Management, And Administrative Procedures (Docket No. 2883) (the "Supplemental Case Management Order") and such other entities as are required to be served with notices under the Supplemental Case Management Order, (x) counsel for JCI, (xi) counsel for the Creditors' Committee, and (xii) counsel for the Equity Committee. To the extent that the Debtors identify and serve notice on entities after May 26, 2006 – in particular, entities described in clause (ii) above should such a party be discovered after the date hereof – the Debtors will provide such party with an appropriate objection deadline as required by the Supplemental Case Management Order.

I. The Relief Requested Is In The Best Interests Of
The Debtors, Their Estates, And Their Creditors

45. The Debtors, in the exercise of their business judgment, have concluded that the sale of the New Brunswick Facility and the Acquired Assets, the continuation and ultimate transition of supply out of the Fitzgerald Facility, the implementation of the IUE-CWA New Brunswick Attrition Plan pursuant to the Transfer Agreement are in the best interests of the Debtors' estates, their creditors, and parties-in-interest. First, the New Brunswick Facility currently loses approximately \$3 million per month and the Fitzgerald Facility loses approximately \$2 million per month. Thus, the expeditious disposition of these facilities would eliminate these losses. Second, the IUE-CWA New Brunswick Attrition Plan would allow the Debtors to sell the New Brunswick Facility to JCI without having to pay the labor differential subsidy to JCI contemplated under the Put and Call Agreement, minimize administrative liabilities arising from human capital obligations in connection with the transfer of the New Brunswick Facility. The attrition plan would also provide a "soft landing" for employees of the New Brunswick Facility. Third, resolution of environmental remediation issues with respect to the New Brunswick Facility, pursuant to the settlement agreement with the NJDEP that is contemplated by the Transfer Agreement, reduces the risk of future liability, further minimizing the Debtors' administrative expenses. Furthermore, in the Debtors' judgment, JCI's willingness to subsidize \$12.5 million of the Debtor's IUE-CWA New Brunswick Attrition Plan benefits the Debtors. JCI is the only party which can employ nearly one-third of the Debtors' hourly workforce at the plant plus certain of the salaried personnel. Indeed, it is believed that JCI currently needs the production capacity of the New Brunswick and Fitzgerald Facilities to satisfy its customers' needs. And, finally the transfer of the New

Brunswick Facility and the transition of supply from the Fitzgerald Facility will trigger GM economic support.

46. In addition, on March 31, 2006, the Debtors announced a broad transformation plan that outlined core and non-core business lines. In connection with their transformation plan, the Debtors identified non-core product lines that do not fit into the Company's future strategic framework. Consistent with that strategy, the Debtors plan to sell the New Brunswick Facility and transition supply of battery products out of the Fitzgerald Facilities. Finally, because ISRA requires, among other things environmental remediation in connection with the sale of the New Brunswick Facility, the Debtors can not sell the New Brunswick Facility to any third party purchaser without conducting the environmental remediation themselves.

47. The Debtors believe, in their sound business judgment, that the resolution of post-closing matters relating to the sale of the battery business to JCI and the New Brunswick and Fitzgerald Facilities would benefit the Debtors by reducing operating losses, shifting responsibility for certain employees to JCI, minimizing the estates' administrative liabilities, and allowing the Debtors to begin aligning their North American businesses in connection with their transformation plan. In addition, the Debtors would receive \$12.5 million from JCI and relatively significant economic benefits from GM upon the transfer of this facility to JCI. The Debtors have determined that the sale of the New Brunswick Facility to JCI and the continuation and transition of supply out of the Fitzgerald Facility pursuant to the Transfer Agreement will maximize value for all stakeholders and thus is a sound exercise of their business judgment.

Applicable Authority

A. Sale, Continuation and Transition of Supply, And Implementation Of
Attrition Plan Pursuant To 11 U.S.C. § 363(b)(1)

48. Bankruptcy Code section 363(b)(1) permits a debtor-in-possession to use property of the estate "other than in the ordinary course of business" after notice and a hearing. 11 U.S.C. § 363(b)(1). Uses of estate property outside the ordinary course of business may be authorized if the debtor demonstrates a sound business justification for it. See In re Lionel Corp., 722 F.2d 1063, 1071 (2d Cir. 1983) (business judgment rule requires finding that good business reason exists to grant debtor's application under section 363(b)); In re Delaware Hudson Ry. Co., 124 B.R. 169, 179 (Bankr. D. Del. 1991). This "business judgment" test is premised on the debtor's business judgment that the proposed use of property of the estate would be beneficial to the estate. Cf. Orion Pictures Corp. v. Showtime Networks, Inc. (In re Orion Pictures Corp.), 4 F.3d 1095, 1099 (2d Cir. 1993) (analyzing business judgment standard under section 365 of the Bankruptcy Code). To a bankruptcy court, "'business judgment' ... is just that – a judgment of the sort a businessman would make." Id.

49. Once the debtor articulates a valid business justification, "[t]he business judgment rule 'is a presumption that in making a business decision the directors of a corporation acted on an informed basis, in good faith and in the honest belief that the action was in the best interests of the company.'" In re Integrated Resources, Inc., 147 B.R. 650, 656 (S.D.N.Y. 1992). As a rule, the debtor's business judgment "should be approved by the court unless it is shown to be 'so manifestly unreasonable that it could not be based upon sound business judgment, but only on bad faith, or whim or caprice.'" In re Aerovox, Inc., 269 B.R. 74, 81 (Bankr. D. Del. 2001)(quoting In re Interco, Inc., 128 B.R. 229, 234 (Bankr. E.D. Mo. 1991)).

50. For the reasons stated herein, the Debtors submit that entering into the Transfer Agreement with JCI, and, in particular, selling the Acquired Assets, transitioning supply out of the Fitzgerald Facility, and implementing the IUE-CWA New Brunswick Attrition Plan, reflects a sound exercise of the Debtors' business judgment.

B. Sale Free And Clear Pursuant To 11 U.S.C. § 363(f)

51. Section 363(f) of the Bankruptcy Code provides:

The trustee may sell property under subsection (b) or (c) of this section free and clear of any interest in such property of an entity other than the estate, only if —

- (1) applicable nonbankruptcy law permits sale of such property free and clear of such interest;
- (2) such entity consents;
- (3) such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;
- (4) such interest is in bona fide dispute; or
- (5) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

52. Therefore, pursuant to section 363(f) of the Bankruptcy Code, the Debtors may sell the Acquired Assets to JCI free and clear of all liens, claims, and encumbrances, except the liabilities specifically assumed by JCI. Each lien, claim, or encumbrance which is not the result of such a liability being assumed by JCI satisfies at least one of the five conditions of section 363(f), and the Debtors submit that any such lien, claim, or encumbrance will be adequately protected by the attachment of such lien, claim, or encumbrance to the proceeds of the sale of the Acquired Assets in the order of its priority, with the same validity, force and effect that it now has as against the Acquired Assets, subject to any

claims and defenses the Debtors may possess with respect thereto. Accordingly, the Debtors request that the Acquired Assets be transferred to JCI free and clear of all liens, claims, and encumbrances, except for the liens resulting from liabilities assumed by JCI.²⁴

C. Good Faith Pursuant To 11 U.S.C. § 363(m)

53. Section 363(m) of the Bankruptcy Code provides:

The reversal or modification on appeal of an authorization under subsection (b) or (c) of this section of a sale or lease of property does not affect the validity of a sale or lease under such authorization to an entity that purchased or leased such property in good faith, whether or not such entity knew of the pendency of the appeal, unless such authorization and such sale or lease were stayed pending appeal.

11 U.S.C. § 363(m). While the Bankruptcy Code does not define "good faith," the Third Circuit in In re Abbotts Dairies of Pennsylvania, Inc., 788 F.2d 143 (3d Cir. 1986) has held that:

[t]he requirement that a purchaser act in good faith . . . speaks to the integrity of his conduct in the course of the sale proceedings. Typically, the misconduct that would destroy a purchaser's good faith status at a judicial sale involves fraud, collusion between the purchaser and other bidders or the trustee, or an attempt to take grossly unfair advantage of other bidders.

²⁴ In addition, JCI should not be liable under any successor liability doctrines, except as otherwise provided in the Transfer Agreement. Courts have consistently held that the purchaser of a debtor's assets under section 363 of the Bankruptcy Code takes such assets free and clear of successor liability resulting or arising from pre-existing claims. Such successor liability claims would frustrate the purpose of an order authorizing the sale of estate assets free and clear of all "interests." Accordingly, JCI should not be subject to further claims related to the Debtors' pre-sale conduct. See MacArthur Co. v. Johns-Manville Corp. (In re Johns-Manville Corp.), 837 F.2d 89, 94 (2d Cir. 1988) ("when a debtor's assets are disposed of free and clear of third-party interests, the third party is adequately protected if his interest is assertable against the proceeds of the disposition"); see also Ninth Avenue Remedial Group v. Allis-Chalmers Corp., 195 B.R. 716, 732 (Bankr. N.D. Ind. 1996) (stating that bankruptcy court has power to sell assets free and clear of any interest that could be brought against the bankruptcy estate during bankruptcy); Rubinstein v. Alaska Pacific Consortium (In re New England Fish Co.), 19 B.R. 323, 329 (Bankr. W.D. Wash. 1982) (transfer of property pursuant to Bankruptcy Code section 363(f) was made free and clear of Title VII employment discrimination and civil rights claims of debtors' employees); In re Hoffman, 53 B.R. 874, 876 (Bankr. D. R.I. 1985) (transfer of liquor license pursuant to Bankruptcy Code section 363(f) was made free and clear of any interest permissible even though estate had unpaid tax liability); American Living Sys. Bonapfel (In re All American of Ashburn, Inc.), 56 B.R. 186, 189-90 (Bankr. N.D. Ga. 1986) (product liability claims precluded on successor liability doctrine when assets were sold free and clear pursuant to Bankruptcy Code section 363(f)), aff'd sub. nom. Griffen v. Bonapfel, 805 F.2d 1515 (11th Cir. 1986).

788 F.2d at 147 (citations omitted). The Debtors submit that the Transfer Agreement is the product of an intensely negotiated, arm's-length transaction, in which JCI has at all times acted in good faith. The Debtors and JCI have negotiated the terms of the Transfer Agreement for several months, as they worked to resolve all issues relating to the disposition of the New Brunswick Facility, the continuation and transition of supply out of the Fitzgerald Facility, the resolution of human capital, production supply, and environmental matters, and the allocation of risks and prospective obligations between the parties. The Debtors and JCI began this process by exploring how to resolve these issues pursuant to the ancillary agreements to the MSA executed pursuant to the 2005 sale of Delphi's battery business to JCI, and concluded by agreeing on the terms of the postpetition Transfer Agreement, which resolves these issues while taking into consideration the manner in which both parties' circumstances have changed over the past ten months. The Debtors, therefore, request that the Court make a finding that JCI has purchased the Acquired Assets in good faith within the meaning of section 363(m) of the Bankruptcy Code.

Notice Of Motion

54. Notice of this Motion shall be provided in accordance with the Seventh Supplemental Order Under 11 U.S.C. §§ 102(1) and 105 and Fed. R. Bankr. P. 2002(m), 9006, 9007, and 9014 Establishing Omnibus Hearing Dates and Certain Notice, Case Management, and Administrative Procedures, entered by this Court on May 19, 2006. In light of the nature of the relief requested, the Debtors submit that no other or further notice is necessary.

Memorandum Of Law

55. Because the legal points and authorities upon which this Motion relies are incorporated herein, the Debtors respectfully request that the requirement of the service and filing of a separate memorandum of law under Local Rule 9013-1(b) of the Local Bankruptcy

Rules for the United States Bankruptcy Court for the Southern District of New York be deemed satisfied.

WHEREFORE the Debtors respectfully request that the Court enter an order (a) authorizing and approving the Debtors' entry into the Transfer Agreement and (b) granting the Debtors such other and further relief as is just.

Dated: New York, New York
May 26, 2006

SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP

By: /s/ John Wm. Butler, Jr.
John Wm. Butler, Jr. (JB 4711)
John K. Lyons (JL 4951)
Ron E. Meisler (RM 3026)
333 West Wacker Drive, Suite 2100
Chicago, Illinois 60606
(312) 407-0700

- and -

By: /s/ Kayalyn A. Marafioti
Kayalyn A. Marafioti (KM 9632)
Thomas J. Matz (TM 5986)
Four Times Square
New York, New York 10036
(212) 735-3000

Attorneys for Delphi Corporation, et al.,
Debtors and Debtors-in-Possession

Exhibit A

**TRANSFER AGREEMENT RELATING TO
TRANSFER OF DELPHI'S NEW BRUNSWICK
BATTERY FACILITY TO JCI**

THIS AGREEMENT, made and entered into this **26th** day of **May, 2006** by and between **JOHNSON CONTROLS, INC.**, a Wisconsin corporation ("**Buyer**") and **DELPHI AUTOMOTIVE SYSTEMS LLC**, a Delaware limited liability company ("**Seller**").

R E C I T A L S:

WHEREAS, Seller is engaged in the Business (as hereinafter defined).

WHEREAS, on October 8, 2005 (the "**Petition Date**"), Seller and certain of its Affiliates filed voluntary petitions for relief (the "**Bankruptcy Cases**") under Chapter 11 of Title 11, U.S.C. §§101 et seq. (as amended) (the "**Bankruptcy Code**"), in the United States Bankruptcy Court for the Southern District of New York (the "**Bankruptcy Court**").

WHEREAS, upon the terms and subject to the conditions set forth in this Agreement, and as authorized under Sections 363 and 365 of the Bankruptcy Code, Seller wishes to sell to Buyer, all right, title and interest of Seller in and to the Acquired Assets (as hereinafter defined), and Buyer wishes to make such purchase; subject to the conditions set forth in this Agreement.

WHEREAS, Buyer and Seller are parties to a Tier 2 Component Supply Agreement ("**CSA**") under which Seller manufactures SLI batteries, at the Seller's facility in New Brunswick, New Jersey (the "**Facility**").

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, Buyer and Seller agree as follows:

1. DEFINITIONS. As used in this Agreement, the following words, when capitalized, shall have the respective meanings set forth below:

1.1 "Acquired Assets" means the Real Property and all of the following assets to the extent owned by Seller and used or held for use primarily or exclusively in the Business at the Facility: (i) Administrative Assets; (ii) Permits; (iii) Personal Property owned by Seller, located at the Facility and used for manufacturing Products for Buyer under the CSA, including any addition thereto or any replacement, adjustment or modification thereof; and (iv) certain Inventory of the Business. Exhibit 1.1 to this Agreement contains a list of the Acquired Assets consisting of Personal Property and Real Property as of the date hereof to the best of Seller's Knowledge. For the avoidance of doubt, it is specified that the term "**Acquired Assets**" does not include: (i) any machinery, equipment and other assets owned by Buyer; (ii) any of Seller's assets within its Laurel, Mississippi or Flint, Michigan operations (which make plastic battery trays, covers and other plastic components of Products) or Fitzgerald, Georgia operations (without affecting JCI's rights to its bailed assets within those facilities); (iii) assets owned by third parties; (iv) except as set forth in Section 7.3 (Indemnity), the benefits of any of Seller's or Seller's Affiliates' insurance policies relating to the operation of the

Business (including any right to proceeds thereunder); (v) all finished goods Inventory and all inventories, products, rights, properties, assets and businesses of the Business which shall have been transferred or disposed of by Seller prior to Completion in the Ordinary Course of Business or not otherwise in breach of this Agreement; (vi) Any Inventory consisting of work in process (other than green group batteries), or raw materials not listed on Exhibit 1.11 of this Agreement, including the excluded raw materials Inventory set forth on Exhibit 1.1(vi); (vii) any Contracts; and (viii) any document or information the transfer of which is prohibited by law or regulation.

1.2 "Administrative Assets" means books, records and other administrative assets including advertising and promotional materials, catalogues, price lists, correspondence, mailing lists, customer lists, vendor lists, photographs, production data, sales materials and records, purchasing materials and records, personnel records of employees, billing records, accounting records, other financial records, sale order files, tool routings, labor routings, facility blueprints, service blueprints and plant layouts; provided, however that Administrative Assets does not include Technical Documentation or information and materials protected by attorney-client privilege (the lack of which materials are not material to the operation of the Business under the CSA).

1.3 "Affiliate" means with respect to any Party any business or other entity directly or indirectly controlling, controlled by or under common control with such specified entity. For purposes of this definition, control means ownership of more than fifty percent (50%) of the shares or other equity interest having power to elect directors or persons performing a similar functions.

1.4 "Agreement" means this Transfer Agreement, including Exhibit 4.1 and all other exhibits to this Agreement.

1.5 Intentionally omitted.

1.6 "Business" means the manufacture of starting SLI batteries by Seller at the Facility.

1.7 "Completion" means completion of the purchase of the Acquired Assets by Buyer resulting from and in accordance with this Agreement.

1.8 "Completion Date" means the date of Completion of the transfer of the Facility to Purchaser under this Agreement.

1.9 "Contracts" means purchase orders, service contracts, leases, product warranty or service agreements and other commitments, agreements and undertakings relating to the Business.

1.10 "Improvements" means buildings, fixtures and other improvements to Real Property, including the Facility.

1.11 "Inventory" included within the Acquired Assets means finished Products, raw materials set forth on Exhibit 1.11, work-in-process consisting of green group batteries, packaging, stores, stock, supplies, spare parts and other inventory used in making Products located at the Facility.

1.12 "Lien" means any lien, mortgage, charge, pledge, security interest, restriction on transferability, easement, defect of title or other claim, easement, encroachment or other encumbrance of any nature whatsoever on any Acquired Asset.

1.13 "IUE Consent" means the IUE waiver of "no sale" provisions contained in the Delphi-IUE-CWA National Agreement (as defined in Exhibit 4.1) and IUE waiver of the Buyer's assumption of the Unpublished Delphi IUE-CWA Neutrality Letter or any other neutrality agreement, included as part of Exhibit 1.13 of this Agreement.

1.14 "Purchase Price" means the purchase price to be paid for the Acquired Assets, exclusive of any Transaction Taxes, equal to One Dollar (\$1.00) plus (i) \$20.00 for every green group battery, and (ii) the CSA price for all finished goods Inventory, in each case located at the Facility as of close of business on July 31, 2006, based on a physical inventory to be conducted by the parties.

1.15 "Ordinary Course of Business" means the ordinary course of business of the Business, consistent with past practice and custom, including the CSA.

1.16 "Party" or "Parties" means Buyer and/or Seller.

1.17 "Permits" means permits, concessions, grants, franchises, licenses and other governmental authorizations and approvals issued to Seller and that relate exclusively to the Facility or the Acquired Assets, to the extent that Seller or any of its Affiliates has the power, authority or right to transfer or assign such Permits.

1.18 "Permitted Lien" means: (i) any Lien for taxes not yet delinquent; (ii) any statutory Lien arising in the ordinary course of business by operation of law with respect to a liability that is not yet delinquent; (iii) purchase money security interests arising in the Ordinary Course of Business; (iv) security interests relating to vendor tooling arising in the Ordinary Course of Business; (v) Liens and encumbrances of record; and (vi) Liens consented to by Buyer (such consent not to be unreasonably withheld).

1.19 "Personal Property" means tangible personal property other than Administrative Assets, Inventory, including production machinery, equipment, tools, dies, jigs, molds, patterns, gauges, production fixtures, material handling equipment, business machines, office furniture and fixtures, in-factory vehicles, trucks, model shop equipment, laboratory test fixtures and other tangible personal property used by the Business, whether located at the Facility, at the place of business of a vendor or elsewhere.

1.20 "Products" means SLI batteries.

1.21 "Real Property" means the real property used by the Business and owned by Seller, as described in Exhibit 1.21, and all Improvements located thereon.

1.22 "Sale Approval Order" means an order or orders of the Bankruptcy Court issued pursuant to Sections 363 and 365 of the Bankruptcy Code substantially in the form set forth on Exhibit 1.22 to this Agreement, authorizing and approving, among other things, the sale, transfer and assignment of the Acquired Assets to Buyer in accordance with the terms and conditions of this Agreement, free and clear of all Liens other than Permitted Liens.

1.23 "Seller's Knowledge" or "Knowledge of Seller" means the knowledge of any of the individuals listed on Exhibit 1.23 with respect to their respective functional areas of expertise. For this purpose, an individual will be deemed to have Knowledge of a particular fact or other matter if: (i) such individual is actually aware of such fact or other matter; or (ii) a prudent individual would be expected to discover or otherwise become aware of such fact or other matter in the course of conducting a reasonable inquiry of Delphi's files and its employees who, in the ordinary course of their job responsibilities, would reasonably be expected to have actual possession or actual personal Knowledge of such information.

1.24 "SLI Batteries" means starting, lighting and ignition lead-acid batteries.

1.25 "Technical Documentation" means: (i) assembly and parts drawings, material specifications and drawings for Products; (ii) information to assemble Products; (iii) labor and tool routing sheets; drawings of special tools, fixtures, dies, jigs, gauges and patterns, and service information; and (iv) operating manuals, instructions and other available, relevant documents relating to the operation of the machinery and equipment located at the Facility.

1.26 "Transaction Taxes" mean any sales taxes, documentary and stamp taxes, transfer taxes, use taxes, excise taxes, value-added taxes, registration duties, gross receipts or similar charges, all charges for filing and recording documents in connection with the transfer of the Acquired Assets.

2. COMPLETION OF THE SALE OF THE ACQUIRED ASSETS:

2.1 Completion. Subject to the conditions set forth in this Section 2.1, Completion shall take place on the Completion Date at the offices of Seller in Troy, Michigan or at such other place as Buyer and Seller may jointly determine. The Completion date will be the later of August 1 (12:01AM EST), 2006 and the date that is ten (10) days after the date of the Sale Approval Order, unless otherwise agreed by the Parties. Each Party's obligation to perform at the Completion Date is subject to:

A. Bankruptcy Court approval of the Sale Approval Order, including without limitation, approval of Exhibit 1.13.

B. Completion of the implementation of the attrition plan set forth in Exhibit 1.13 (the "**Attrition Plan**") to reduce the number of U.S. Hourly Employees to approximately one hundred (100) U.S. Hourly Employees, in accordance with the terms of the IUE Consent;

C. Seller must not have negotiated any other Collective Bargaining Agreement which purports to be applicable to the New Brunswick Facility.

D. The other Party's being in compliance, in all material respects, with its agreements with respect to Employee Matters that are such other Party's responsibility, and to be performed before Completion as described in Exhibit 4.1 hereto, and with such Party's representations and warranties set forth in Section 3 of this Agreement being true and correct in all material respects as of

the Completion Date, except where a failure is due to the acts or omissions of the other Party;

E. The other Party must not be in default in any material respect under, and must not have rejected, the CSA dated June 30, 2005;

F. The Facility must be an operational plant producing Products in accordance with the CSA, with such changes as contemplated in Exhibit 1.13; and

G. The other party shall be in compliance in all material respects with the Environmental Matters Agreement dated June 30, 2005 with respect to the Facility.

H. Each Party undertakes to pay to the other or to the relevant tax authorities the Transaction Taxes as required by applicable law and in accordance with Section 1.26.

2.2 Seller Deliveries at Completion. At Completion Seller shall deliver to Buyer:

A. A Bill of Sale for the Personal Property and Inventory, substantially in the form of Exhibit 2.2A hereto, duly executed together with an invoice relating to the Acquired Assets transferred;

B. A covenant deed for the Real Property;

C. A certificate that all the representations and warranties made in Article 3 by Seller are true and correct in all material respects, and that it has complied with its obligations under this Section 2.2, with the same force and effect, and subject to the same qualifications, as though made at Completion;

D. Officer's certificate stating that at least \$12.5 million USD has been incurred by Delphi in furtherance of the Attrition Plan, as referred to in Section 3.A(xi) of Exhibit 4.1; and

E. Such other documents as may be necessary to give Buyer good and valid title to and ownership of the Acquired Assets.

2.3 Buyer Deliveries at Completion. At Completion Buyer shall:

A. A certificate that all the representations and warranties made in Section 3 by Buyer are true and correct in all material respects, and that it has complied with its obligations under this Section 2.3, with the same force and effect, and subject to the same qualifications, as though made at Completion; and

B. Pay to Seller the Purchase Price by wire transfer in accordance with wiring instructions to be provided by Seller before Completion.

2.4 Transfer of Acquired Assets. Seller and Buyer hereby agree that, as of the Completion Date, title and risk of loss to all Acquired Assets shall pass from Seller to Buyer.

2.5 Post Closing Deliveries. Buyer will pay for assets, goods or services ordered by Seller on or before Completion for the Business in the Ordinary Course of Business to the extent such assets, goods or services are received by the Business after the Completion Date; other than Inventory items that have been excluded from the Acquired Assets under Section 1.1(vi) of this Agreement. If any such excluded items are delivered to the facility after Completion, Buyer will promptly contact Seller and segregate such items in a reasonable manner, and Seller and Buyer will cooperate in Seller's removal of such items within 30 days after such notice as set forth in Section 8.15 below.

2.6 Prorations, Adjustments of Expenses Following Completion:

A. Prorations:

(i) To the extent that Seller makes any payment relating to the Business prior to, on or following the Completion Date with respect to any item listed in clause (ii) below relating to periods following the Completion Date for which Buyer will receive a benefit, Buyer shall reimburse Seller on a per diem basis, unless otherwise provided for; and

(ii) To the extent Buyer makes any payment relating to the Business following the Completion Date with respect to any item listed below relating to periods on or prior to the Completion Date for which Seller received a benefit, Seller shall reimburse Buyer on a per diem basis, unless otherwise provided for, in each case for the following:

(a) Personal, real property and other ad valorem Taxes, with real property Taxes allocated pursuant to Section 5.5.

(b) Water, wastewater treatment, sewer charges and other similar types of charges and/or Taxes thereon and any other assessments payable with respect to the Business.

(c) Electric, fuel, gas, telephone and other utility charges.

(d) Reimbursable employee business expenses will be paid by Seller if incurred prior to or on the Completion Date or Buyer if incurred after the Completion Date.

(e) Rentals and other charges under leases to be transferred to or assumed by the Buyer pursuant to this Agreement.

(f) Payments and charges due pursuant to any Contract (other than pursuant to collective bargaining agreements,

Benefit Plans (as defined in Section 3(3) of ERISA)), employee payroll-related items except as set forth in clause (d), Permit, commitment or other binding arrangement to which Seller is a party or is obligated and which are being assumed by the Buyer pursuant to this Agreement or offered to Buyer by Seller on a transition services basis, as may be agreed by the Parties prior to Completion.

B. **Further Assurance.** To the extent that, after the Completion Date, Delphi, on the one hand, or Buyer, on the other hand, receives any bills or invoices for any of the items listed in this Section 2.6 or similar items, relating to both pre-Completion and post-Completion periods, such Party shall, within ten (10) business days, send any such bills or invoices to the other Party. If necessary to avoid incurring interest, penalties and/or late charges, the Party receiving any such bill or invoice shall pay all amounts shown to be due thereon, and shall invoice the other Party for all amounts owed by such other Party thereunder, and such other Party shall reimburse such amounts in accordance with Section 2.6C.

C. **Payments.** Any payments due under this Section 2.6 shall be made within fifteen (15) days after the end of the month in which a bill or invoice is sent to a Party pursuant to Section 2.6C; provided, however, that the disputed portion of any such item shall be paid within fifteen (15) days after the final determination thereof on an item-by-item basis. When any Party makes a payment to a third party which is required to be reimbursed to it by another Party, the reimbursement payment shall be considered the repayment of an advance. Such payments shall be made by wire transfer in immediately available funds.

2.7 Approvals and Consents; Cooperation; Notification. Seller shall notify, as required by the Bankruptcy Court, all parties entitled to notice of the proposed sale of the Acquired Assets to Buyer, and Buyer will cooperate with Seller in attempting to obtain the Sale Approval Order.

2.8 Fitzgerald. Regarding Delphi's supply of Products to JCI from Delphi's Fitzgerald, Georgia battery manufacturing facility, Delphi will continue to supply such batteries to JCI in accordance with the terms of the Component Supply Agreement between the parties dated July 1, 2005 ("**CSA**"), as amended. In no event shall the pricing of Products manufactured at Fitzgerald be modified other than the GM discounts and other changes and adjustments contemplated by the existing CSA terms.

3. REPRESENTATIONS, WARRANTIES AND INDEMNITIES:

3.1 Representations and Warranties made by each Party. Each of Seller and Buyer makes the representations and warranties contained in this Article 3 to the other Party except for those in Section 3.6, which are made solely by Seller to Buyer. The representations and warranties contained in this Article 3 are made on the date of this Agreement and are deemed to be repeated on the Completion Date.

3.2 Power and Authority. Subject to Bankruptcy Court approval of the Sale Approval Order, it has the power to execute, deliver and perform this Agreement, and

has taken all necessary action to authorize the execution, delivery and performance of this Agreement and the transactions contemplated hereby.

3.3 Authorizations. Subject to Bankruptcy Court approval of the Sale Approval Order, all authorizations required in connection with the execution, delivery, performance, validity and enforceability of, and the transactions contemplated by, this Agreement have been obtained or effected and are in full force and effect, provided, however, that performance of this Agreement is subject to Buyer and Seller taking necessary action as required to meet their respective obligations regarding employee matters, as set forth on Exhibit 4.1 hereto.

3.4 Enforceability. Subject to Bankruptcy Court approval of the Sale Approval Order, this Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with its terms.

3.5 No Breach. Subject to Bankruptcy Court approval of the Sale Approval Order, entering into this Agreement and performing its undertakings hereunder shall not result in the breach of any provision of, or constitute a default under, any judgment, decree, indenture, mortgage or other agreement or instrument to which it is a party or by which it is bound.

3.6 Miscellaneous Matters Relating to Business:

A. **Ownership of the Acquired Assets.** Seller has good, valid and marketable title to the Acquired Assets, and upon entry by the Bankruptcy Court of the Sale Approval Order, Seller shall transfer and convey the Acquired Assets free and clear of any Lien other than Permitted Liens. Except for this Agreement and the Bankruptcy Court approvals reflected in the Sale Approval Order, the Real Property will be transferred free and clear of any restrictions with respect to the transferability or divisibility thereof. At the Closing, Buyer will receive good and marketable fee title or leasehold title (as applicable) to all of the Real Property owned by Seller, free and clear of all Liens other than the Permitted Liens.

B. **Condition.** The Real Property and Personal Property (other than Inventory) have been maintained as required by the CSA and are in such condition (considering age and purpose for which used) as to enable the Business to be conducted as currently conducted without material disruption.

C. **Inventory.** SELLER MAKES NO WARRANTY OF WHATSOEVER KIND OR NATURE REGARDING INVENTORY, ALL OF WHICH IS BEING SOLD "AS IS" AND "WHERE IS", AND SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING THE CONDITION OF THE INVENTORY AND EACH PART THEREOF, AND THE ADEQUACY, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE INVENTORY OR ANY PART THEREOF.

D. **Real Property.** To Seller's Knowledge, the use of the Real Property as currently used is a permitted use by right in the applicable zoning classification and is not a nonconforming use or a conditioned use, and no variances are needed and none have been granted with respect to the Real

Property. There are currently in full force and effect duly issued certificates of occupancy permitting the Real Property and the Facility to be legally used and occupied for the purpose of conducting the Business. The Real Property has rights of access to dedicated public highways. To Seller's Knowledge, no fact or condition exists that would prohibit or adversely affect the ordinary rights of access to and from the Real Property from and to the existing highways and roads, and there is no pending or, to Seller's Knowledge, threatened restriction or denial, governmental or otherwise, upon such ingress and egress. Seller has not received notice of: (i) any claim of adverse possession or prescriptive rights involving or affecting any of the Real Property; (ii) any structure located on any Real Property that encroaches on or over the boundaries of neighboring or adjacent properties; or (iii) any structure of any other person or entity that encroaches on or over the boundaries of any Real Property. None of the Real Property is located in a flood plain, flood hazard area, wetland or lakeshore erosion area within the meaning of any Law or Order.

E. **No Condemnation, Expropriation or Similar Action.** To Seller's Knowledge, neither the whole nor any portion of the Real Property is subject to any order to be sold (other than the Sale Approval Order) or is being condemned, expropriated or otherwise taken by any governmental entity with or without payment of compensation therefore, and no such condemnation, expropriation or taking has been planned, scheduled or proposed.

F. **Compliance.** The Real Property is, or at the time of Completion will be, in compliance in all material respects with any applicable law, regulation or ordinance, and Seller has not received any notice, written or to the best of Seller's knowledge oral, of any such violation.

G. **Litigation.** Except for matters disclosed prior to Completion and for which Seller will retain responsibility if so required under the terms of the CSA, there is no litigation or administrative proceeding and to Seller's Knowledge, threatened litigation or administrative proceeding which affects or could affect the Real Property or Buyer's ability to conduct the Business at the Facility.

H. **Environmental Matters.** Seller makes no representations or warranties regarding environmental matters in this Agreement (notwithstanding anything to the contrary herein). Notwithstanding the aforementioned, to the extent that the Sale Approval Order or other applicable provisions of the Bankruptcy Code fails to discharge liability with respect to any claims brought by a third party against Buyer relating to pre-Completion environmental matters at the Facility, Seller will indemnify Buyer as set forth in Exhibit 3.6.H to this Agreement.

I. Seller represents and warrants that, except for the unpublished Neutrality Letter and Exhibit 1.13 referenced herein, Seller has no current agreements or understandings with the IUE-CWA which create obligations or liabilities for Buyer at its other plants if Buyer purchases the New Brunswick facility or assumes the terms of the Delphi IUE-CWA National Agreement or the Delphi IUE-CWA Local Agreement.

J. EXCEPT FOR SPECIFIC REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS AGREEMENT, THE ACQUIRED ASSETS ARE BEING SOLD ON AN "AS IS," "WHERE IS" BASIS AND SELLER DOES NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS OR OTHERWISE WITH RESPECT TO THE ACQUIRED ASSETS WHICH EXTEND BEYOND THE AFORESAID SPECIFIC REPRESENTATIONS AND WARRANTIES.

3.7 Product Warranty/Liability:

A. **Buyer Indemnity.** Buyer will defend, indemnify and hold harmless Seller and its directors, officers, agents and employees, from and against any and all claims, suits, causes of action, liabilities, losses, damages, costs of settlement, and expenses (including reasonable attorney fees) which may be imposed upon or incurred by Seller from claims, suits or causes of action (including without limitation those for death, personal injury, or property damage) by any Person whatsoever at any time against Seller and/or its directors, officers, agents and employees to the extent arising from, caused or alleged to be caused by: (a) defective or improper design or manufacture of any Products manufactured by Seller under the CSA; (b) infringement of any intellectual property right (including patent, trademark, copyright, moral, industrial design or other proprietary rights, or misuse or misappropriation of trade secret) in connection with the design or manufacture of any Products other than infringement of U.S. Patent No. 4,906,540 or U.S. Patent No. 5,401,278; and/or (c) the failure of the design of Products to comply with any applicable Laws.

B. **Seller Indemnity.** To the extent that the Sale Approval Order or other applicable provisions of the Bankruptcy Code fails to discharge liability with respect to any claims for Products manufactured at the Facility brought by a third party against Buyer relating to pre-Completion Product warranty/liability matters, Seller will defend, indemnify and hold harmless Buyer and its directors, officers, agents and employees, from and against any and all claims, suits, causes of action, liabilities, losses, damages, costs of settlement, and expenses (including reasonable attorney fees) which may be imposed upon or incurred by Buyer from claims, suits or causes of action (including without limitation those for death, personal injury, or property damage) by any Person whatsoever at any time against Buyer and/or its directors, officers, agents and employees to the extent arising from or caused by: (a) infringement of U.S. Patent No. 4,906,540 or U.S. Patent No. 5,401,278; (b) infringement of any intellectual property right (including patent, trademark, copyright, moral, industrial design or other proprietary rights, or misuse or misappropriation of trade secret) other than in connection with the design or manufacture of any Products; (c) the failure of the Products manufactured by Seller at the Facility under the CSA to comply in any material respect with the applicable specifications as a result of Seller's failure to comply with the Manufacturing and Quality Procedures set forth in the CSA or negligent workmanship; and/or (d) any and all claims related to the Facility, its employees, Products to the extent arising in any manner out of facts or circumstances in existence prior to July 1, 2005.

4. **EMPLOYEE MATTERS.** The treatment of U.S. Hourly Employees and U.S. Salaried Employees, and the obligations of Seller and Buyer with respect thereto, will be as set forth in Exhibit 4.1.

5. **TAX MATTERS:**

5.1 **Seller Responsibilities.** Seller shall file any Tax Returns and pay any Taxes which may be required by any federal, state, local or foreign tax authorities or governmental agencies by reason of business conducted by Seller on or prior to the Completion Date.

5.2 **Buyer Responsibilities.** Buyer shall file any Tax Returns and pay any Taxes which may be required by any federal, state, local or foreign tax authorities or governmental agencies by reason of business conducted by Buyer after the Completion Date. All United States or foreign, national, state or local sales taxes, documentary and stamp taxes, transfer taxes, registration taxes, use taxes, gross receipts taxes, registration duties and all charges for filing and recording documents in connection with the transfer of the Acquired Assets (including intellectual property filing and recording fees), as well any permit, transfer and filing fees required in order to obtain governmental approvals and consents relating to the transactions contemplated by this Agreement ("**Transfer Taxes**"), shall be borne by Buyer.

5.3 **Mutual Assistance.** Without affecting the foregoing responsibilities, Seller and Buyer shall provide reasonable assistance during normal business hours to one another to resolve any Tax issues which may relate to their respective business activities utilizing the Acquired Assets and personnel. Such assistance may include, without limitation, access to relevant business records and personnel in connection with: (i) the preparation and filing of Tax Returns, elections, consents, certifications and claims for refunds; (ii) the determination of liability for Taxes; and (iii) the response to tax audits, examinations and other proceedings. To the extent permitted by applicable law, Buyer and Seller agree to reasonably cooperate with each other to complete any and all exemption certificates or other documents that exempt any portion of the Purchase Price from any of the Transaction Taxes prior to either the Completion Date or the due date for such Transaction Tax.

5.4 **Definitions.** For purposes of this Agreement, the words "**Taxes**" and "**Tax Return**" are defined as follows:

A. "**Taxes**" mean any tax or similar governmental charge, impost or levy whatsoever (including, without limitation, income, franchise, transfer, taxes, use, gross receipts, value added, employment, excise, ad valorem, property, withholding, payroll, minimum, windfall profit taxes, transfer fees, customs duties or registration duties), together with any related penalties, fines, additions to tax or interest, imposed by the United States or any state, county, local or foreign governmental or subdivision or agency thereof;

B. "**Tax Return**" means any return, declaration, report, claim for refund or information return or statement, or any other similar filings related to Taxes, including any schedule or attachment thereto.

5.5 Real Estate Taxes. All real estate taxes and assessments assessed on the Real Property for the calendar year in which the Completion occurs shall be prorated between Buyer and Seller. The Seller shall be allocated tax liability for the portion of the year beginning on January 1 and ending on the Completion Date; the Buyer shall be allocated tax liability for the portion of the year beginning on the day following the Completion Date and ending on December 31. The percentage for each party will be the number of days in its portion of the year divided by the total number of days in the year. Since the actual determination of tax liability for a given calendar year occurs in June, if the Completion Date occurs before the tax has been determined for the year, the calculation of the prorated taxes will be made as soon as practical after the tax bill has been rendered for the calendar year. If the Completion Date occurs after the tax liability has been determined for the year, the calculation of the prorated taxes will take place at Completion. Each party will be responsible for paying or otherwise discharging any installments due in the year in which the Completion Date occurs based on ownership of the property at the time the installment is due. If the tax allocated to a party exceeds the installments paid or to be paid by that party, that party will make a payment to the other party equal to the excess of the prorated liability over the sum of the installment payments paid or to be paid. The parties agree to cooperate as necessary to accurately and promptly determine the prorated tax liability.

6. GOVERNING LAW; DISPUTE RESOLUTION:

6.1 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of New York, without giving effect to rules governing the conflict of laws. Buyer and Seller irrevocably and unconditionally consent to submit to the jurisdiction of the Bankruptcy Court for any litigation arising out of or relating to this Agreement and the transactions contemplated hereby (and agree not to commence any litigation relating thereto except in the Bankruptcy Court).

6.2 Dispute Resolution:

A. Buyer and Seller will, in the first instance, attempt to settle any and all claims or disputes arising in connection with this Agreement by good faith negotiations by senior management of each Party. If the dispute is not resolved by senior management within thirty (30) days after delivery of a written request for such negotiation by either Party to the other, either Party may make a written demand (the “**Demanding Party**”) for formal dispute resolution (the “**Notice of Dispute**”) and specify therein in reasonable detail the nature of the dispute. Within ten (10) days after receipt of the Notice of Dispute, the receiving Party (the “**Defending Party**”) shall submit to the other a written response. The Notice of Dispute and the response shall include: (i) a statement of the respective Party's position and a summary of arguments supporting that position; and (ii) the name and title of the executive who will represent that Party and of any other person who will accompany the executive to meetings of the parties. Within fifteen (15) days after such written notification, the executives (and other named in the Notice of Dispute or response) will meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute (the “**Dispute Resolution Meeting**”). All reasonable requests for information made by one Party to the other will be honored promptly. All negotiations pursuant to this Section 6.2A are confidential and shall be treated as

compromise and settlement negotiations for purposes of applicable rules of evidence.

B. The parties agree that neither of them will initiate legal action in respect of a dispute within the period of fifteen (15) days following the Dispute Resolution Meeting. In the absence of agreement at the Dispute Resolution Meeting and following that fifteen (15) day period, any party shall be free to pursue its rights and remedies as it may see fit in accordance with this Agreement.

7. **INDEMNIFICATION:**

7.1 **Indemnification:**

A. **Indemnification Provisions for Benefit of Buyer.** If Seller breaches any of its warranties or covenants contained in this Agreement, and Buyer makes a written claim for indemnification against Seller in accordance with the procedures set forth in Section 7.2 below within the applicable survival period, to the extent that the Sale Approval Order or other applicable provisions of the Bankruptcy Code fails to discharge the underlying third party claim, Seller agrees to indemnify Buyer and its Affiliates and their officers, directors, employees and agents (individually a "**Buyer Indemnitee**" and collectively the "**Buyer Indemnites**") and to hold each Buyer Indemnitee harmless from and against all damages, losses and expenses (including reasonable expenses of investigation and attorneys' fees) ("**Losses**") to the extent caused by or arising out of: (i) any breach of warranty or inaccurate or erroneous representation of Seller contained in this Agreement or in any certificate delivered pursuant to this Agreement; or (ii) any breach of this Agreement. Buyer shall be named as an additional insured on Seller's General Liability and Excess Liability policies as related to the Business, but only to the extent of Seller's Indemnification Obligations under this Agreement. Buyer agrees that all claims for indemnification shall be presented to Seller in advance of its insurers to the extent that Buyer does not invalidate its obligations to ensure coverage of such claims is not jeopardized.

B. **Indemnification Provisions for Benefit of Seller.** If Buyer breaches any of its Warranties or covenants contained in this Agreement, and Seller makes a written claim for indemnification against Buyer in accordance with the procedures set forth in Section 7.2 below within the applicable survival period, Buyer agrees to indemnify Seller and its Affiliates and their officers, directors, employees and agents (individually a "**Seller Indemnitee**" and collectively the "**Seller Indemnites**") and to hold each Seller Indemnitee harmless from and against all Losses to the extent caused by or arising out of: (i) any breach of warranty or inaccurate or erroneous representation of Buyer contained in this Agreement or in any certificate delivered pursuant to this Agreement; (ii) any breach of this Agreement.

C. **Mitigation.** Notwithstanding anything to the contrary in this Section B, no Party shall have an obligation to indemnify the other Party with respect to any Losses to the extent such Losses could have reasonably been

avoided by such other Party, or the damage to such other Party from such Losses reasonably could have been mitigated.

D. **Deductible and Cap.** No Indemnitor shall be liable to an Indemnatee until the amount of all indemnifiable Losses of such Indemnatee in the aggregate exceeds USD One Hundred Thousand (\$100,000.00) ("**Deductible Amount**") threshold, after which point the Indemnitor will be obligated to the Indemnatee from and against indemnifiable Losses in excess of the Deductible Amount until the amount of indemnifiable Losses paid by such indemnifying Party in the aggregate reaches a cap equal to USD Twenty Million (\$20 million) (the "**Cap Amount**") after which point the indemnifying Party will have no further obligation with respect to Losses under this Agreement.

7.2 Indemnification Procedure. When a Party obtains knowledge of the commencement of any third-party claim, action, suit or proceeding or of the occurrence of any event or the existence of any state of facts which may become the basis of a third-party claim (any such claim, action, suit or proceeding or event or state of facts being hereinafter referred to in this Section as a "**Claim**"), in respect of which such Party (an "**Indemnatee**") is entitled to indemnification under this Agreement, such Indemnatee shall promptly notify the indemnitor under this Agreement (the "**Indemnitor**") of such Claim in writing; provided, however, that any failure to give such notice will not waive any rights of the Indemnatee except to the extent that the rights of the Indemnitor are prejudiced thereby. With respect to any Claim as to which such notice is given by the Indemnatee to the Indemnitor, the Indemnitor may, subject to the provisions below, assume the defense and settlement of such Claim; provided, however, that: (i) the Indemnatee shall cooperate with the Indemnitor in the defense and settlement of such Claim in any manner reasonably requested by the Indemnitor; the Indemnatee will not, and it will use all reasonable efforts to ensure that its employees will not, make an admission of liability in respect of any Third Party Claim and as soon as it becomes aware of a Third Party Claim it shall issue an instruction to relevant employees requiring them not to make any disclosure or statement to any third party in relation to any Third Party Claim or any product or service to which such Third Party Claim relates (except for notices to governmental authorities as required by applicable Laws) without the prior written consent of the Indemnitor (such consent not to be unreasonably withheld or delayed); (ii) the Indemnatee shall have the right to pay or settle such Claim at any time, in which event the Indemnatee shall be deemed to have waived any right to indemnification therefor by the Indemnitor; (iii) the Indemnatee shall be permitted to join in the defense and settlement of such Claim and to employ counsel at its own expense; and (iv) the Indemnitor shall not consent to the entry of any judgment or enter into any settlement with respect to such Claim without the written consent of the Indemnatee, provided further, however, that if Indemnatee fails to consent to a written settlement offer and judgment is subsequently entered in an amount exceeding the amount of such offer, then Indemnitor shall have no responsibility for the amount of such excess.

If: (i) the Indemnitor fails to assume the defense of such Claim or, having assumed the defense and settlement of such Claim, fails reasonably to contest such Claim in good faith; and (ii) the remedy sought by the claimant with respect to such Claim is not solely for money damages, the Indemnatee, without waiving its right to indemnification, may assume the defense and settlement of such Claim; provided, however, that: (a) the Indemnitor shall be permitted to join in the defense and settlement of such Claim and to employ counsel at its own expense; (b) the Indemnitor shall

cooperate with the Indemnitee in the defense and settlement of such Claim in any reasonable manner requested by the Indemnitee; and (c) the Indemnitee shall not consent to the entry of any judgment or enter into any settlement with respect to such Claim without the written consent of the Indemnitor.

As used in this section, the term Indemnitee shall be deemed to include the plural thereof where the rights or obligations of more than one Indemnitee may be involved.

7.3 Sole and Exclusive Remedy. Each of Buyer and Seller acknowledge and agree that the indemnification provided in this Article 7 shall be the sole and exclusive remedy of the parties and their Affiliates and their respective successors and assigns in respect of any claim for monetary damages arising out of or under this Agreement.

8. GENERAL PROVISIONS:

8.1 No Inducement. The Parties represent to each other and each agrees that, neither it nor any person acting on its behalf has, in contravention of any applicable law, given or offered to give or will give or offer to give any sum of money or other material consideration to any person, directly or indirectly, as an inducement to obtain business hereunder or to influence the granting of licenses or other governmental permissions to enter into this Agreement or perform obligations hereunder.

8.2 Governing Approvals. Seller and Buyer, respectively, shall be responsible for compliance with and for the obtaining of such approvals and/or permits as may be required under national, state and local laws, ordinances, regulations and rules as may be applicable to the performance of their respective responsibilities and obligations under this Agreement.

8.3 No Agency. This Agreement does not constitute either Party the agent or legal representative of the other Party. Neither Party is authorized to create any obligation on behalf of the other Party.

8.4 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Seller and Buyer and their respective successors and assigns. No Party may assign this Agreement or any of its rights, interests or obligations hereunder without the prior written consent of the other Party; provided, however, that Seller has the right to assign any of its rights or obligations hereunder to any division, subsidiary or affiliate of Seller or to any successor to any or all of Seller's business; provided that, notwithstanding such assignment Seller shall remain liable for all of its obligations hereunder.

8.5 No Implied Waiver. The failure of either Party at any time to require performance by the other Party of any provision hereof shall in no way affect the full right to require such performance at any time thereafter. The waiver by either Party of a breach of any provision hereof shall not constitute a waiver of the provision itself. The failure of either Party to exercise its rights provided under this Agreement shall not constitute a waiver of such right.

8.6 Notices. Any notice under this Agreement shall be in writing (letter, facsimile or telegram) and shall be effective when received by the addressee at its address indicated below:

Notice sent to Seller shall be addressed as follows:

DELPHI AUTOMOTIVE SYSTEMS LLC
5725 Delphi Drive
Troy, Michigan 48098
Attn: President-Delphi Energy & Chassis Systems
Fax No.: 248-813-4301

with a copy to:

DELPHI AUTOMOTIVE SYSTEMS LLC
5725 Delphi Drive
Troy, MI 48098-2815
Attention: Assistant General Counsel
Commercial & Transactional
Fax: 248-813-2491

Notice sent to Buyer shall be addressed as follows:

JOHNSON CONTROLS, INC.
5757 N. Green Bay Avenue
PO Box 591
Milwaukee, Wisconsin 53201-0591
Attn: President - Battery
Fax No.: 414-524-2828

with a copy to:

JOHNSON CONTROLS, INC.
5757 N. Green Bay Avenue
PO Box 591
Milwaukee, Wisconsin 53201-0591
Attn: General Counsel
Fax No.: 414-524-2077

The parties by notice hereunder may designate other addresses to which notices shall be sent.

8.7 Amendments. This Agreement and the Mutual Nondisclosure Agreement dated April 24, 2006 between the Parties, constitutes the entire agreement of the Parties, and supersedes all previous agreements, oral or written, between Buyer and Seller with respect to the subject matter hereof. No amendment or modification to this Agreement shall be binding upon either Party unless it is in writing and is signed by both parties.

8.8 Expenses. Whether or not the transactions contemplated by this Agreement are consummated, Buyer and Seller shall each bear its respective

accounting, legal, financial, advisory and other expenses incurred in connection with the transactions contemplated by this Agreement.

8.9 Headings. The Article and/or Section headings herein are used for convenience of reference only and shall not be deemed a part of this Agreement for any purpose.

8.10 Severability. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, that provision shall be deemed severed to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the parties shall negotiate in good faith to arrive at an alternative replacement provision approximating the parties' original business objective. The remaining provisions hereof shall remain in effect.

8.11 Counterparts. This Agreement may be executed in more than one counterpart, each of which shall for all purposes be deemed to be an original and all of which shall constitute one and the same agreement.

8.12 Third Parties. Nothing contained in this Agreement is intended to or shall be construed to confer upon or give to any person, firm, corporation, association, labor union or trust (other than the Parties, their Affiliates and their respective permitted successors and assigns), any claims, rights or remedies under or by reason of this Agreement.

8.13 Bulk Sales. Buyer hereby waives the requirements, if any, of all applicable bulk sales laws.

8.14 Force Majeure. Each Party shall be temporarily excused from performing its obligations under this Agreement for so long as such performance is prevented or delayed by any event of Force Majeure. The term "**Force Majeure**" shall, for purposes of this Agreement, include: (i) any strike or lockout at the plant of a Party or any of its suppliers; (ii) any act or omission of any government authority; or (iii) any other cause beyond the reasonable control of a Party. A Party affected by an event of Force Majeure shall promptly notify the other Party and shall use its best efforts to overcome and mitigate such event of Force Majeure.

8.15 Excluded Inventory. Within 30 days after Completion, Seller will remove at its sole cost and expense all Inventory not included in the Acquired Assets. Buyer will cooperate with Seller and provide reasonable access to the Facility to facilitate such removal.

THIS AGREEMENT was executed as of the day and year first set forth above.

DELPHI AUTOMOTIVE SYSTEMS LLC

By: _____

Name: **Keith Stipp**

Title: **Finance Director,
Automotive Holdings Group**

JOHNSON CONTROLS, INC.

By: _____

Name: **Gregg M. Sherrill**

Title: **Vice President, and General
Manager
Automotive Systems Group
Battery Division**

EXHIBIT 1.1

<u>Inventory number</u>	<u>Asset</u>	<u>Cap.date</u>	<u>Asset description</u>
DGT004763N01	1000654	12/1/1946	GRADING & LANDSCAPING
DGT004765N01	1000655	12/1/1946	ROADWAY
DGT004766N01	1000656	12/1/1946	SIDEWALKS
DGT004768N01	1000657	12/1/1946	SEWERS-STORM
DGT004770N01	1000658	12/1/1946	SEWERS-SANITARY
DGT004771N01	1000659	4/1/1947	GRADING & LANDSCAPING
DGT004772N02	1000660	12/1/1946	RAILROAD TRACKS & SIDINGS
DGT004774N	1000661	12/1/1946	WATER LINES
DGT004776N	1000662	12/1/1946	TUNNELS
DGT004888N	1000663	6/1/1946	LAND-NEW BRUNSWICK
DGT004911N	1000664	12/1/1953	MAIN BUILDING-WEST ADDITION-SEWERS
DGT004925N	1000665	8/1/1954	MAIN BUILDING-WEST ADDITION-PAVEMENT
DGT004926N	1000666	8/1/1954	RETAINING WALL
DGT008569N	1000667	12/1/1956	ROADWAY
DGT008607N	1000668	3/1/1958	FENCE
DGT008675N	1000669	12/1/1965	LAND-NEW BRUNSWICK
DGT008680N	1000670	4/1/1966	LAND IMPROVEMENTS
DGT008711N	1000671	10/1/1966	PARKING AREA
DGT008712N	1000672	12/1/1966	LIGHTING-OUTSIDE
DGT008725N	1000673	12/1/1968	RAILROAD SIDING
DGT012029N	1000674	10/1/1974	LAND-NEW BRUNSWICK
DGT012052N	1000675	9/1/1976	CONCRETE PAD-PVC
DGT012053N	1000676	9/1/1976	CONCRETE PAD-MATERIAL STORAGE
DGT012054N	1000677	9/1/1976	LEAD RECLAIM BUILDING-CONCRETE PAD F/LEAD STORAGE
DGT012085N	1000678	10/1/1977	ACID MIX BUILDING-CONCRETE PAD
DGT012086N	1000679	10/1/1977	ACID MIX BUILDING-CONCRETE PAD
DGT012087N	1000680	10/1/1977	CONCRETE PAD-REAR OF POWER HOUSE
DGT012087N01	1000681	2/1/1978	CONCRETE PAD-REAR OF POWER HOUSE
DGT012088N	1000682	10/1/1977	RETAINING WALL-WATER TOWER
DGT012110N	1000683	7/1/1978	GRADING & LANDSCAPING
DGT012221N	1000685	2/1/1989	WELLS-MONITORING
DGT012232N	1000686	6/1/1995	STORM WATER COLLECTION/TREATMENT SYSTEM
DGT690066	1000687	11/1/2001	ELIMINATION OF UNDERGROUND PROCESS SEWER
DGT004779N01	2001722	12/1/1946	MAIN BUILDING
DGT004779N02	2001723	11/1/2001	PHASE III VENTILATION REPAIRS
DGT004779N01	2001724	11/1/2001	LIGHTING FIXTURES,PLANT WALL,GAS MAIN
DGT004781N01	2001726	12/1/1946	GATE HOUSE
DGT004910N01	2001727	12/1/1953	MAIN BUILDING-WEST ADDITION
DGT004912N	2001728	12/1/1953	MAIN BUILDING-FIRE PROOF ROOF
DGT004915N	2001729	6/1/1954	HOSE HOUSE
DGT004923N01	2001730	12/1/1954	MAIN BUILDING-WEST ADDITION-ACCESS
DGT004928N02	2001731	12/1/1954	MAIN BUILDING-EAST ADDITION
DGT004928N03	2001732	8/1/1954	MAIN BUILDING-EAST ADDITION
DGT008542N	2001733	5/1/1956	WATER LINES
DGT008570N	2001734	12/1/1956	MAIN BUILDING-EAST ADDITION
DGT008594N	2001735	5/1/1957	MAIN BUILDING-LOCKER ROOM
DGT008649N	2001736	7/1/1962	OIL BUILDING
DGT008650N	2001737	2/1/1963	MAIN BUILDING-MEZZANINE-CASE
DGT008658N	2001738	6/1/1963	WAREHOUSE
DGT008664N	2001739	8/1/1965	MAIN BUILDING-ADDITION-MEZZANINE
DGT008674N	2001740	12/1/1965	MAIN BUILDING-ADDITION
DGT008720N	2001741	12/1/1968	SEWERS-SANITARY
DGT008721N	2001742	12/1/1968	SEWERS-STORM
DGT008738N	2001743	9/1/1970	MAIN BUILDING-MEZZANINE
DGT008744N	2001744	7/1/1971	ROOF-RAISE
DGT012049N	2001745	9/1/1976	LEAD RECLAIM BUILDING
DGT012049N01	2001746	6/1/1977	LEAD RECLAIM BUILDING
DGT012049N02	2001747	8/1/1977	LEAD RECLAIM BUILDING
DGT012050N	2001748	9/1/1976	ACID MIX BUILDING
DGT012050N01	2001749	10/1/1977	ACID MIX BUILDING
DGT012079N	2001750	2/1/1977	CURE ROOM MODIFICATIONS
DGT012092N	2001751	12/1/1977	WASTE TREATMENT BUILDING

DGT012092N01	2001752	5/1/1978 WASTE TREATMENT BUILDING
DGT012113N	2001753	7/1/1978 STORAGE SHED-3 SIDED
DGT012143N	2001754	3/1/1980 TRUCK DOCK ANNEX
DGT012145N	2001755	6/1/1980 BATTERY STORAGE BUILDING
DGT012165N	2001756	7/1/1971 MAIN BUILDING-MEZZANINE
DGT012175N	2001757	6/1/1983 FIRE LOOP
DGT012175N01	2001758	9/1/1984 FIRE LOOP
DGT012175N02	2001759	10/1/1984 FIRE LOOP
DGT012175N03	2001760	11/1/1984 FIRE LOOP
DGT012183N	2001761	12/1/1984 MAIN BUILDING-MEZZANINE
DGT012191N	2001762	8/1/1986 MAIN BUILDING-MEZZANINE-PAINT MIXING
DGT012231N	2001765	6/1/1995 OVERHEAD PROCESS SEWER
DGT105875	2001766	1/1/1998 FRONT ENTRANCE STEPS, RAMPS, RAILS
DGT105877	2001767	11/1/2001 NON-SLIP GRATING, ISLES BTWN CHARGE TABLES & FILL
DGT105909	2001768	1/1/2002 SAFETY STEPS AND HANDRAILS
DGT105922B	2001769	11/1/2001 NON-SLIP GRATING FOR FORMATION FLOOR
DGT105923B	2001770	11/1/2001 FOAM ROOF '98
DGT105928	2001771	1/2/1998 UPGRADE HEATING SYSTEM
DGT690029	2001772	1/2/1998 1996 ROOF REPAIR
DGT690037	2001773	11/1/1998 AUTO SIZE CONTAINMENT DOOR
DGT690038	2001774	11/1/1998 AUTO SIZE CONTAINMENT DOOR
DGT690039	2001775	11/1/1998 AUTO SIZE CONTAINMENT DOOR
DGT690061	2001776	11/1/2001 TRENCH & FOUNDATION FOR THE X-MET LINE
DGT690062	2001777	11/1/2001 MEZZANINE FOR THE X-MET LINE
DGT690063	2001778	11/1/2001 ROOF ENCLOSURE FOR THE X-MET LINE
DGT690100	2001779	11/1/2001 REPLACE LIGHTING ON CHG FLOOR, REPLACE LIGHTING SE
DGT690170	2001780	11/1/2001 OUTDOOR SMOKING SHELTER -- NEW BRUNSWICK BATTERY P
DGT690171	2001781	11/1/2001 OUTDOOR SMOKING SHELTER -- NEW BRUNSWICK BATTERY P
DGT690197	2001782	11/1/2001 SECURITY/FIRE ALARM UPGRADE
DGT72424	2001783	11/1/2001 INSTALL SPRINKLER SYSTEM
DGTB690064	2001784	11/1/2001 INSTALLATION OF MEZZANINE FOR X-MET FROM MUNCIE TO
DGT690110	2004713	9/11/2002 REPAIR BATTERY FORMATION VENTILATION SYSTEM
DGTB690114	2004714	9/11/2002 REPLACE FLOOR IN WET HEAT SEALER AREA
DGTB690090	2004715	9/11/2002 REPAIR WALL OF BUILDING TO NEW CONDITION
DGT690175	2004716	9/11/2002 GREEN GROUP VENTILATION -- NB
DGT690221	2004717	9/11/2002 INSTALL NEW DUCTWORK ON CHARGE FLOOR
DGT690198	2004718	9/11/2002 GUARDING/FIRE PROTECTION TANK FARM
DGT690189	2004719	9/11/2002 VENTILATION COLLECTOR FOR GREEN GROUP LEAN CELL -
DGT690179	2004720	9/11/2002 NEW BRUNSWICK STEAM HOOD UPGRADE
DGT690223	2008539	9/23/2003 DESIGN FOR A NATURAL GAS LINE FOR PLANT
DGT690268	2008540	9/23/2003 HOT WATER HEATER SYS FOR MENS AND WOMENS SHOWER AR
DGT695041	2008556	10/17/2003 FORMATION VENTILATION STACK TOP ACID MIST FILTERS
DGT004779N03	2009360	1/31/2004 PHASE III VENTILATION REPAIRS
DGT012142N01	2009466	1/31/2004 FORMATION VENT REPAIRS/CHARGE TABLE 2 OF 2
DGT012141N01	2009467	3/31/2004 FORMATION VENT REPAIRS/CHARGE TABLE 1 OF 2
DGT004779N04	2009513	6/29/2004 ENGINEERING SERVICES TO LICENSE NEW STACK FOR VENT
DGT690275	2009514	1/1/2004 HEATING UPGRADES FOR PLANT CONVERSION TO NATURAL G
DGT690291	2010088	6/14/2005 FIRE SPRINKLER PROTECTION ON CHARGE FLOOR
DGT004898N	3025115	2/1/1953 PROPANE TANK
DGT008560N	3025119	9/1/1956 POWER EQUIPMENT-EAST
DGT008589N	3025120	3/1/1957 SCREW CONVEYOR
DGT008595N	3025121	5/1/1957 LINES}ELECTR
DGT008599N	3025123	10/1/1957 DUST CNTR EQ
DGT008681N	3025125	9/1/1964 SUBSTATION
DGT008682N	3025126	10/1/1960 SUBSTATIONEQ
DGT008732N	3025127	5/1/1969 COOLING TOWER
DGT008743N	3025128	7/1/1971 SCREW CONVEYOR
DGT008750N	3025129	6/1/1972 BOILER
DGT012003N	3025130	1/1/1973 SWITCHGEAR
DGT012004N	3025131	1/1/1973 RECTIFIER
DGT012004N01	3025132	2/1/1973 TRAILING CHARGES TO TAG #012004N
DGT012005N	3025133	1/1/1973 SWITCHGEAR
DGT012006N	3025134	1/1/1973 RECTIFIER
DGT012007N	3025135	2/1/1973 ACID TANK
DGT012008N	3025136	2/1/1973 ACID TANK
DGT012010N	3025137	2/1/1973 ACID TANK
DGT012011N	3025138	2/1/1973 ACID TANK

DGT012016N	3025139	9/1/1973 CONVEYOR
DGT012017N	3025140	9/1/1973 CONVEYOR
DGT012018N	3025141	9/1/1973 CONVEYOR
DGT012020N	3025143	9/1/1973 CONVEYOR
DGT012021N	3025144	12/1/1973 SUB STATION
DGT012022N	3025145	12/1/1973 CABLE
DGT012023N	3025146	12/1/1973 PLATFORM
DGT012024N	3025147	3/1/1974 VENTILATION
DGT012025N	3025148	3/1/1974 CONVEYOR
DGT012026N	3025149	3/1/1974 VENTILATION
DGT012027N	3025150	3/1/1974 VACUUM SYSTEM
DGT012034N	3025151	8/1/1975 VACUUM TO MOLDING
DGT012036N	3025152	3/1/1976 TRENCHES
DGT012038N	3025153	5/1/1976 VENTILATION
DGT012043N	3025154	8/1/1976 ACID TANK
DGT012044N	3025155	8/1/1976 ACID PUMPING SYSTEM FOR MEZZANINE
DGT012046N	3025156	9/1/1976 VENTILATION FOR LEAD POTS
DGT012047N	3025157	9/1/1976 FINAL ACID FILL
DGT012051N	3025158	9/1/1976 ACID TOP-OFF
DGT012055N	3025159	9/1/1976 SUB-STATION-LEAD STRIP
DGT012055N01	3025160	10/1/1977 ADDITIONAL CHARGES TO TAG #012055N
DGT012057N	3025161	10/1/1976 LEAD MELT FURNACE
DGT012058N	3025162	10/1/1976 FOUNDATION & SUMPS FOR LEAD CASTER
DGT012060N	3025163	12/1/1976 VENTILATION FOR CHARGING UNITS
DGT012060N01	3025164	6/1/1980 ADDITIONAL CHARGES TO TAG #012060N
DGT012062N	3025165	1/1/1977 ACID MIXING SYSTEM
DGT012064N	3025167	1/1/1977 ACID PUMPS RECLAIM
DGT012065N	3025168	1/1/1977 VENTILATION PLATE OVENS
DGT012066N	3025169	1/1/1977 ACID STORAGE TANK
DGT012067N	3025170	1/1/1977 ACID STORAGE TANK
DGT012068N	3025171	1/1/1977 ACID STORAGE TANK
DGT012069N	3025172	1/1/1977 ACID STORAGE TANK
DGT012070N	3025173	1/1/1977 ACID STORAGE TANK
DGT012071N	3025174	1/1/1977 ACID STORAGE TANK
DGT012072N	3025175	1/1/1977 ACID STORAGE TANK
DGT012073N	3025176	1/1/1977 ACID STORAGE TANK
DGT012074N	3025177	1/1/1977 ACID STORAGE TANK
DGT012075N	3025178	1/1/1977 ACID STORAGE TANK
DGT012076N	3025179	1/1/1977 ACID STORAGE TANK
DGT012077N	3025180	1/1/1977 ACID STORAGE TANK
DGT012080N	3025181	2/1/1977 COOLING FACILITIES FOR CASTER
DGT012083N	3025182	7/1/1977 SUB STATION LEAD RECLAIM
DGT012095N	3025183	2/1/1978 LINDBURG FURNACE
DGT012096N	3025184	2/1/1978 TRANSFER SYSTEM
DGT012097N	3025185	9/1/1976 STEAMER HOOD
DGT012098N	3025186	9/1/1976 STEAMER HOOD
DGT012099N	3025187	1/1/1977 STEAMER HOOD
DGT012100N	3025188	1/1/1977 STEAMER HOOD
DGT012102N	3025189	4/1/1978 WATER CONTAINMENT
DGT012109N	3025190	12/1/1976 PRIMARY SWITCH GEAR
DGT012109N01	3025191	12/1/1977 TRAILING CHARGE TO TAG #012109N
DGT012109N02	3025192	3/1/1978 TRAILING CHARGE TO TAG #012109N
DGT012117N	3025193	10/1/1978 CONVEYOR SYSTEM
DGT012118N	3025194	10/1/1978 ACID FILL STATION
DGT012119N	3025195	10/1/1978 REPAIR STATIONS (2)
DGT012120N	3025196	11/1/1978 EXTEND TRENCH/X-MET LINE
DGT012121N	3025197	11/1/1978 AIR MAKEUP UNIT
DGT012122N	3025198	12/1/1978 AIR MAKE UP SYSTEM
DGT012122N01	3025199	10/1/1979 ADDITIONAL CHARGES TO TAG #012122N
DGT012123N	3025200	12/1/1978 BATROLIFE MEZZANINE
DGT012124N	3025201	1/1/1979 CONVEYOR FROM SETTLING CHAMBER
DGT012125N	3025202	2/1/1979 VENTILATION TUNNEL-EXTENSION
DGT012128N	3025205	3/1/1979 ROLLER TYPE CONVEYOR
DGT012129N	3025206	3/1/1979 INCLINE BELT CONVEYOR
DGT012130N	3025207	4/1/1979 POWER DROPS/C O S & PREHEAT
DGT012131N	3025208	5/1/1979 CONVEYOR FROM COLLECTOR
DGT012132N	3025209	8/1/1979 VENT FOR ELEMENT ASSEMBLY

DGT012132N01	3025210	9/1/1979 TRAILING CHARGE TO TAG #012132N
DGT012137N	3025212	9/1/1979 OVERHEAD CONVEYOR
DGT012138N	3025213	9/1/1979 ELECTRIC CABLE & DROPS
DGT012139N	3025214	9/1/1979 SETTLING CHAMBER
DGT012140N	3025215	11/1/1979 LEAD DROP & CONTROLS FOR BARTON POT
DGT012141N	3025216	12/1/1979 CHARGE TABLES
DGT012142N	3025217	12/1/1979 CHARGE TABLES
DGT012146N	3025218	6/1/1980 LEAD MELT POT
DGT012147N	3025219	6/1/1980 VENTILATION F/POT
DGT012148N	3025220	6/1/1980 ELECTRIC CABLE & BUSWAY
DGT012150N	3025222	6/1/1980 COOLING TOWER
DGT012151N	3025223	12/1/1980 EXTEND TRENCHES FOR CONVEYOR
DGT012152N	3025224	12/1/1980 STORAGE RACKS & SPRINKLER
DGT012152N01	3025225	12/1/1981 TRAILING CHARGE TO TAG #012152N
DGT012154N01	3025226	1/1/1998 UPGRADE STORM WATER TREATMENT PLANT
DGT012156N	3025227	12/1/1980 RECEIVING OFFICE
DGT012159N	3025229	12/1/1981 CHARGE TABLES
DGT012160N	3025230	12/1/1981 (14) CHARGE TABLES
DGT012161N	3025231	2/1/1982 VENTILATION SYSTEM
DGT012162N	3025232	2/1/1982 LOAD/UNLOAD CONVEYOR
DGT012163N	3025233	6/1/1982 COLLECTOR
DGT012164N	3025234	6/1/1980 VESTIBULE
DGT012166N	3025235	9/1/1982 OWENS CORNING ACID TANK
DGT012167N	3025236	1/1/1983 BACK UP BAG COLLECTION FOR DR 95995
DGT012168N	3025237	1/1/1983 BACK UP BAG COLLECTION FOR DR95996
DGT012169N	3025238	1/1/1983 BACK UP BAG COLLECTION FOR DR95997
DGT012170N	3025239	1/1/1983 BACK UP BAG COLLECTION FOR DR95998
DGT012171N	3025240	1/1/1983 BACK UP BAG COLLECTION FOR DR95999
DGT012172N	3025241	1/1/1983 BACK UP BAG COLLECTION FOR DR96000
DGT012173N	3025242	1/1/1983 BACK UP BAG COLLECTION FOR DR105751
DGT012174N	3025243	1/1/1983 BACK UP BAG COLLECTION FOR DR105752
DGT012176N	3025244	12/1/1983 OXIDE ELEVATORS & CONVEYORS
DGT012176N01	3025245	10/1/1983 MATERIAL HANDLING SYSTEM AT PASTE MIX
DGT012181N	3025246	9/1/1984 POWER ROLLER CONVEYOR
DGT012182N	3025247	12/1/1984 ACID & WATER SYSTEM
DGT012184N	3025248	12/1/1984 VENTILATION F/3 PAINT MIXERS
DGT012185N	3025249	4/1/1985 WOMEN'S REST ROOM-WEST
DGT012186N	3025250	5/1/1985 WOMEN'S LOCKER/SHOWER-EAST
DGT012187N	3025251	12/1/1985 CONVEYOR & VENTILATION FOR 6 TABLES
DGT012188N	3025252	1/1/1986 ROOF EXHAUSTERS
DGT012194N	3025253	2/1/1987 ACID PIT
DGT012200N	3025256	5/1/1987 TRANSFER CONVEYORS(ALL)
DGT012202N	3025257	10/1/1987 #26(82'CHG TABLE CONV)
DGT012203N	3025258	10/1/1987 #27(82'CHG TABLE CONV)
DGT012204N	3025259	10/1/1987 #28(82'CHG TABLE CONV)
DGT012205N	3025260	10/1/1987 #29(82'CHG TABLE CONV)
DGT012206N	3025261	10/1/1987 #30(82'CHG TABLE CONV)
DGT012207N	3025262	10/1/1987 82 FT. CONVEYOR (#31)
DGT012208N	3025263	10/1/1987 #32(82'CHG TABLE CONV)
DGT012209N	3025264	10/1/1987 #33(82'CHG TABLE CONV)
DGT012210N	3025265	12/1/1987 #1 X-MET LINE(OFFBEAR CONV)
DGT012211N	3025266	5/1/1988 POWERED ROLLER CONV(4)
DGT012212N	3025267	5/1/1988 VENT FOR CAST ON STRAP MACH
DGT012215N	3025268	1/1/1989 CHARGE TABLE(CONCRETE WORK)
DGT012216N	3025269	1/1/1989 CHARGE TABLE(CONCRETE WORK)
DGT012217N	3025270	1/1/1989 CHARGE TABLE(CONCRETE WORK)
DGT012218N	3025271	1/1/1989 CHARGE TABLE(CONCRETE WORK)
DGT012219N	3025272	1/1/1989 CHARGE TABLE(CONCRETE WORK)
DGT012220N	3025273	1/1/1989 CHARGE TABLE(CONCRETE WORK)
DGT012222N	3025274	6/30/1989 CAPITALIZABLE MAINT.
DGT012223N	3025275	3/1/1990 VENTILATION FOR (8) BATTERY CHARGE TABLES
DGT012224N	3025276	9/1/1990 TEMPERATURE CONTROL
DGT012225N	3025277	1/1/1991 COS CONTROL
DGT012228N	3025278	7/1/1994 WASTE WATER TREATMENT SYSTEM
DGT012230N	3025280	8/1/1995 ACID LEVELER
DGT012233N	3025281	3/1/1995 AUTOMATIC LABELING MACHINE
DGT012234N	3025282	1/1/1996 RESERVE CAPACITY TESTERS (12)

DGT012236N	3025284	1/1/1996 110 OZ CONVERSION
DGT014722N	3025285	6/1/1977 BAYSTONE PLATE STEAMER
DGT014729N	3025286	6/1/1977 OXIDE SCREW CONVEYOR SYSTEM
DGT014737N	3025287	7/1/1977 SCREW CONVEYOR
DGT014738N	3025288	7/1/1977 SCREW CONVEYOR
DGT015201N	3025289	12/1/1979 INSULATE STEAMER HOODS (6)
DGT020031D01	3025298	2/1/1947 LATHES-ENGIN
DGT020059D01	3025300	12/1/1946 DRILL-STANDA
DGT020726D01	3025301	7/1/1947 MIX CONVEYOR
DGT021837D	3025305	2/1/1956 SETTLING CHR
DGT021838D	3025306	2/1/1956 BARTON POT
DGT021840D	3025307	2/1/1956 12R}DUSTCOLL
DGT022488D	3025308	3/1/1957 COMPRESSORS}
DGT022506D	3025309	4/1/1957 RECTIFIERS}E
DGT022510D	3025310	5/1/1957 BARTON POT
DGT022511D	3025311	5/1/1957 SETTLING CHR
DGT022530D	3025312	10/1/1957 RECTIFIERS}E
DGT028031N	3025315	6/1/1996 ALLEN BRADLEY CONTROL
DGT028785N	3025316	10/31/1989 ACID DUMP SYSTEM
DGT028855N	3025317	11/1/1991 CENTRIFUGAL BLOWER
DGT056948D	3025318	6/1/1956 GRINDER
DGT058830D	3025319	6/1/1957 BARTON POT
DGT060227D	3025320	6/1/1954 BARTON POT
DGT060228D	3025321	6/1/1954 BARTON POT
DGT060229D	3025322	6/1/1954 BARTON POT
DGT060230D	3025323	6/1/1954 SET}CHAMBER
DGT060231D	3025324	6/1/1954 SET}CHAMBER
DGT060232D	3025325	6/1/1954 SET}CHAMBER
DGT060233E	3025327	11/1/2001 MODIF OF MISC LINE STROKER, PLATFORM, LEFT AND TAB
DGT060279D	3025329	11/1/1960 POWER ROLLER
DGT060295D	3025330	7/1/1961 IMPACT TESTI
DGT066940D	3025331	6/1/1946 LATHE
DGT069865D	3025333	2/1/1963 LATHE
DGT070211D	3025335	6/1/1963 TOLEDO SCALE
DGT070253D	3025336	8/1/1963 MILLING MACHINE
DGT070255D	3025337	8/1/1963 SURFACEGRIND
DGT071020D	3025338	5/1/1964 LATHE
DGT071037D	3025339	7/1/1964 MILLING MCH
DGT071058D	3025340	12/1/1964 BOILER
DGT071087D	3025343	12/1/1965 BOILER
DGT072221D	3025346	8/1/1966 EL AS SECT
DGT072222D	3025347	9/1/1969 DUST COLLECTOR
DGT072223D	3025348	9/1/1969 MATL COLL SYS
DGT072239D	3025352	4/1/1967 LATHE
DGT072280D	3025360	10/1/1968 CONVEYORS
DGT072284D01	3025361	3/1/1970 STARTER
DGT072292D	3025366	6/1/1970 MOLD TEMP CONTR
DGT083874D	3025367	5/1/1966 RECTIFIER
DGT087857D	3025381	7/1/1970 PLATE SAW
DGT087872D	3025385	2/1/1971 CONVEYOR
DGT093030D	3025386	12/1/1973 PASTE MIXER
DGT095313D	3025390	7/1/1971 PASTE MIXER
DGT095328D	3025392	4/1/1972 HACKSAW
DGT095330D	3025394	5/1/1973 DUST COLLECTOR
DGT095351D	3025416	9/1/1973 CONVEYOR
DGT095352D	3025417	9/1/1973 CONVEYOR
DGT095353D	3025418	9/1/1973 GRANULATOR
DGT095354E	3025420	11/1/2001 M & L FOR MODIF OF MAIN LINE STACKER PLATFORM, L/R
DGT095355D	3025421	9/1/1973 CAST ON STRAP
DGT095356D	3025422	9/1/1973 CAST ON STRAP
DGT095357D	3025423	9/1/1973 CAST ON STRAP
DGT095358D	3025424	9/1/1973 CAST ON STRAP
DGT095359D	3025425	9/1/1973 SPOT FACE CONVEYOR
DGT095363D	3025427	9/1/1973 EXT FUSION CONV
DGT095364D	3025428	9/1/1973 AIR TEST CONVEYOR
DGT095365D	3025429	9/1/1973 LABLER CONV
DGT095369D	3025432	9/1/1973 LEAK TEST

DGT095370D	3025433	9/1/1973 DATE CODE
DGT095372D	3025434	9/1/1973 LEAD POT
DGT095373D	3025435	9/1/1973 LEAD POT
DGT095374D	3025436	9/1/1973 LEAD POT
DGT095375D	3025437	9/1/1973 LEAD POT
DGT095376D	3025438	9/1/1973 VACUUM SYSTEM STACKER
DGT095382D	3025439	9/1/1973 TEMPERATURE CONTROL
DGT095383D	3025440	9/1/1973 HEAT SEAL MACHINE
DGT095384D	3025441	9/1/1973 HEAT SEAL MACHINE
DGT095385D	3025442	9/1/1973 HEAT SEAL MACHINE
DGT095387D	3025443	12/1/1973 AIR COMPRESSOR
DGT095398D	3025446	3/1/1974 LIFT TRUCK
DGT095399D	3025447	3/1/1974 SLITTER
DGT095400D	3025448	3/1/1974 SLITTER
DGT095603D	3025450	10/1/1974 DUST COLLECTOR
DGT095604D	3025451	10/1/1974 DUST COLLECTOR
DGT095610D	3025452	1/1/1975 HEAT SEAL MACHINE
DGT095612D	3025453	4/1/1975 CONVEYOR SYSTEM
DGT095614D	3025454	9/1/1975 SOFTENING TANK
DGT095615D	3025455	9/1/1975 SOFTENING TANK
DGT095620D	3025456	1/1/1976 EXT-FUSION MACHINE
DGT095620D01	3025457	3/1/1976 ADDITIONAL CHARGES TO TAG #095620D
DGT095621D	3025458	2/1/1976 HOIST
DGT095622D	3025459	5/1/1976 DIELECTRIC LINE
DGT095628D	3025462	5/1/1976 BRIDGE HOIST
DGT095638D	3025472	6/1/1976 SKID RACK
DGT095639D	3025473	6/1/1976 SKID RACK
DGT095640D	3025474	6/1/1976 SKID RACK
DGT095641D	3025475	6/1/1976 SKID RACK
DGT095646D	3025476	9/1/1976 BUTT WELDER
DGT095647D	3025477	9/1/1976 BUTT WELDER
DGT095654D	3025479	7/1/1976 HI-RATE TEST
DGT095657D	3025480	7/1/1976 SCRAP CONVEYOR SYSTEM
DGT095658D	3025481	7/1/1976 CONVEYOR
DGT095661D	3025484	9/1/1976 DE-REELER
DGT095662D	3025485	9/1/1976 DE-REELER
DGT095663D	3025486	9/1/1976 DE-REELER
DGT095664D	3025487	9/1/1976 DE-REELER
DGT095666D	3025489	9/1/1976 EXPANDING PRESS
DGT095670D	3025491	9/1/1976 LUG FORM PRESS
DGT095671D	3025492	9/1/1976 LUG FORM PRESS
DGT095674D	3025495	9/1/1976 MODICON-PASTE LINE
DGT095675D	3025496	9/1/1976 MODICON-PASTE LINE
DGT095676D	3025497	8/1/1979 OVEN CONVERSION
DGT095677D	3025498	8/1/1979 OVEN CONVERSION
DGT095681D	3025501	9/1/1976 PARTS CONVEYOR F/250 TON MOLD MACHINE
DGT095682D	3025502	9/1/1976 PARTS CONVEYOR F/250 TON MOLD MACHINE
DGT095685D	3025503	9/1/1976 CONVEYOR FOR PASTE MACHINE
DGT095688D	3025504	9/1/1976 PILOT HOLE PIERCE
DGT095689D	3025505	9/1/1976 PILOT HOLE PIERCE
DGT095698D	3025510	10/1/1976 BATTERY CHARGER LAB. FACILITIES
DGT095801D	3025511	10/1/1976 COLLECTION SYSTEM FOR OFFBEAR
DGT095801D01	3025512	10/1/1978 COLLECTION SYSTEM FOR OFFBEAR
DGT095801D02	3025513	8/1/1979 VENT & CURE OVEN
DGT095803D	3025515	10/1/1976 FOUR-ARM STORAGE TURNSTILE
DGT095804D	3025516	10/1/1976 SPECTROGRAPH
DGT095807D	3025518	12/1/1976 ROLLING MILL 7 STAND
DGT095809D	3025519	12/1/1976 CHARGING UNITS BATTERIES
DGT095809D01	3025520	12/1/1978 TRAILING CHARGE TO TAG #095809D
DGT095809D02	3025521	6/1/1980 ADDITIONAL CHARGES TO TAG #095809D
DGT095810D	3025522	12/1/1976 CHARGING UNITS BATTERIES
DGT095810D01	3025523	12/1/1978 TRAILING CHARGE TO TAG #095810D
DGT095810D02	3025524	6/1/1980 TRAILING CHARGE TO TAG #095810D
DGT095811D	3025525	12/1/1976 CHARGING UNITS BATTERIES
DGT095811D01	3025526	12/1/1978 TRAILING CHARGE TO TAG #095811D
DGT095811D02	3025527	6/1/1980 TRAILING CHARGE TO TAG #095811D
DGT095812D	3025528	12/1/1976 CHARGING UNITS BATTERIES

DGT095812D01	3025529	12/1/1978 TRAILING CHARGE TO TAG #095812D
DGT095812D02	3025530	6/1/1980 TRAILING CHARGE TO TAG #095812D
DGT095818D	3025531	1/1/1977 HEAT SEAL FINAL COVER
DGT095821D	3025532	1/1/1977 TURNSTILE
DGT095822D	3025533	1/1/1977 S O C INSERTER
DGT095823D	3025534	1/1/1977 COIL UP UNIT
DGT095826D	3025535	2/1/1977 WATER CHILLER PASTE MIXING
DGT095829D	3025538	4/1/1977 COIL UP UNIT
DGT095830D	3025539	4/1/1977 COIL UP UNIT
DGT095831D	3025540	6/1/1977 PULL BOX CASTER
DGT095832D	3025541	6/1/1977 PULL BOX CASTER
DGT095836D	3025542	10/1/1977 FRONT END LOADER
DGT095837D	3025543	10/1/1977 CHILLER FOR PULL BOX-20 TON
DGT095839D	3025545	10/1/1977 COIN ROLL
DGT095840D	3025546	10/1/1977 COIN ROLL
DGT095842D	3025547	10/1/1977 ROLLING MILL-7 STAND
DGT095843D	3025548	6/1/1976 SKID RACK
DGT095845D	3025549	12/1/1977 CHARGING UNIT
DGT095845D01	3025550	12/1/1978 TRAILING CHARGE TO TAG #095845D
DGT095846D	3025551	12/1/1977 CHARGING UNIT
DGT095846D01	3025552	12/1/1978 TRAILING CHARGE TO TAG #095846D
DGT095848D	3025553	12/1/1977 CHARGING UNIT
DGT095848D01	3025554	12/1/1978 TRAILING CHARGE TO TAG #095848D
DGT095849D	3025555	12/1/1977 CHARGING UNIT
DGT095849D01	3025556	12/1/1978 TRAILING CHARGE TO TAG #095849D
DGT095850D	3025557	12/1/1977 CHARGING UNIT
DGT095850D01	3025558	12/1/1978 TRAILING CHARGE TO TAG #095850D
DGT095854D	3025559	12/1/1977 CHARGING UNIT
DGT095854D01	3025560	12/1/1978 TRAILING CHARGE TO TAG #095854D
DGT095858D	3025561	12/1/1977 CHARGING UNIT
DGT095858D01	3025562	12/1/1978 TRAILING CHARGE TO TAG #095858D
DGT095859D	3025563	12/1/1977 CHARGING UNIT
DGT095859D01	3025564	12/1/1978 TRAILING CHARGE TO TAG #095859D
DGT095860D	3025565	12/1/1977 CHARGING UNIT
DGT095860D01	3025566	12/1/1978 TRAILING CHARGE TO TAG #095860D
DGT095861D	3025567	12/1/1977 CHARGING UNIT
DGT095861D01	3025568	12/1/1978 TRAILING CHARGE TO TAG #095861D
DGT095862D	3025569	12/1/1977 CHARGING UNIT
DGT095862D01	3025570	12/1/1978 TRAILING CHARGE TO TAG #095862D
DGT095868D	3025571	3/1/1978 TEST UNIT AND MODULES
DGT095870D	3025572	4/1/1978 COVER HEAT SEAL
DGT095872D	3025573	9/1/1978 BUTT WELDER
DGT095873D	3025574	9/1/1978 DEREELER
DGT095874D	3025575	9/1/1978 DEREELER
DGT095877D	3025576	9/1/1978 LUG FORM PRESS
DGT095878D	3025577	9/1/1978 ROTARY CUT OFF MACHINE
DGT095879D	3025578	9/1/1978 PILOT HOLE PIERCE PRESS
DGT095880D	3025579	9/1/1978 PLATE DRYING OVEN
DGT095882D	3025581	6/1/1976 SKID RACK
DGT095883D	3025582	6/1/1976 SKID RACK
DGT095884D	3025583	7/1/1978 THERMO CARE WATER CHILLER
DGT095885D	3025584	8/1/1978 FULLER BAG COLLECTOR
DGT095885D01	3025585	9/1/1978 TRAILING CHARGE TO TAG #095885D
DGT095887D	3025586	9/1/1978 CAMBER SENSOR
DGT095888D	3025587	11/1/1978 LABEL MACHINE
DGT095889D	3025588	12/1/1978 BATTERY CHARGING UNIT
DGT095890D	3025589	12/1/1978 BATTERY CHARGING UNIT
DGT095891D	3025590	12/1/1978 BATTERY CHARGING UNIT
DGT095892D	3025591	12/1/1978 BATTERY CHARGING UNIT
DGT095893D	3025592	12/1/1978 BATTERY CHARGING UNIT
DGT095894D	3025593	12/1/1978 BATTERY CHARGING UNIT
DGT095895D	3025594	12/1/1978 BATTERY CHARGING UNIT
DGT095896D	3025595	12/1/1978 BATTERY CHARGING UNIT
DGT095897D	3025596	12/1/1978 BATTERY CHARGING UNIT
DGT095898D	3025597	12/1/1978 BATTERY CHARGING UNIT
DGT095899D	3025598	12/1/1978 BATTERY CHARGING UNIT
DGT095900D	3025599	12/1/1978 BATTERY CHARGING UNIT

DGT095901A	3025600	11/1/2001 REBUILD #4 AIR COMPRESSOR - ORIGINAL TAG REFERENCE
DGT095901D	3025601	12/1/1978 AIR COMPRESSOR
DGT095901D01	3025602	7/1/1991 ADDL CHG(STRUCTURE OF COMPRESSOR)
DGT095902D	3025603	2/1/1979 BASE FOR STACKER
DGT095903D	3025604	2/1/1979 FREEZER
DGT095906D	3025606	2/1/1979 FILL IN CONVEYOR
DGT095907D	3025607	2/1/1979 FILL IN CONVEYOR
DGT095908D	3025608	2/1/1979 FILL IN CONVEYOR
DGT095909D	3025609	2/1/1979 CONVEYOR TO STORAGE
DGT095910D	3025610	2/1/1979 CONVEYOR TO STORAGE
DGT095911D	3025611	2/1/1979 CONVEYOR TO STORAGE
DGT095912D	3025612	2/1/1979 CONVEYOR TO STORAGE
DGT095915D	3025614	4/1/1979 RIB TRIM MACHINE
DGT095916D	3025615	4/1/1979 TOP TERM ALIGNMENT MACHINE
DGT095919D	3025618	4/1/1979 CHILLER-15 TON
DGT095920D	3025619	5/1/1979 TEMPERATURE CONTROLLER
DGT095923D	3025620	7/1/1979 HEAT SEAL MACHINE
DGT095925D	3025622	7/1/1979 CASE GATHERING CONVEYOR FROM COS
DGT095927D	3025624	7/1/1979 CAMBER SENSOR
DGT095928D	3025625	7/1/1979 CAMBER SENSOR
DGT095932D	3025628	8/1/1979 OSI PLATE DRY OVEN
DGT095933D	3025629	8/1/1979 OSI PLATE DRY OVEN
DGT095934D	3025630	8/1/1979 5 STATION EXT FUSION MACHINE
DGT095935D	3025631	8/1/1979 SLITTER & CHOPPER
DGT095936D	3025632	8/1/1979 SLITTER & CHOPPER
DGT095937D	3025633	8/1/1979 COOLING CHAMBER
DGT095938D	3025634	8/1/1979 GROUP PALLET CONVEYOR
DGT095940D	3025635	8/1/1979 WORK PLATFORM FOR (2) CAST ON STRAP
DGT095942D	3025636	9/1/1979 SCREW CONVEYOR SYSTEM
DGT095943D	3025637	9/1/1979 PASTE RECLAIM SYSTEM
DGT095944D	3025638	9/1/1979 TENNENT FLOOR SWEEPER
DGT095944D01	3025639	9/1/1979 ADDITIONAL CHARGES TO TAG #095944D
DGT095946D	3025641	10/1/1979 CAST ON STRAP
DGT095947D	3025642	10/1/1979 GREEN GROUP SHORT TEST CONVEYOR
DGT095948D	3025643	10/1/1979 LEAK TEST CONVEYOR
DGT095949D	3025644	10/1/1979 GREEN GROUP SHORT TEST CONVEYOR
DGT095950D	3025645	10/1/1979 GREEN SHORT TEST CONVEYOR
DGT095953D	3025646	12/1/1979 CONVEYOR TO CHARGING TABLES
DGT095955D	3025649	12/1/1979 HOPPER AND CONVEYOR
DGT095957D	3025650	12/1/1979 VENTILATION SYSTEM
DGT095958D	3025651	12/1/1979 LEAK TEST
DGT095961D	3025652	12/1/1979 DROTT DECK CRANE
DGT095965D	3025655	2/1/1980 ROCKWELL BAND SAW
DGT095971D	3025657	6/1/1980 TIG WELDER
DGT095972D	3025658	6/1/1980 TIG WELDER
DGT095973D	3025659	6/1/1980 TIG WELDER
DGT095975D	3025660	6/1/1980 TIG WELD CONVEYOR SYSTEM
DGT095985D	3025666	12/1/1981 PASTE MIXER
DGT095985D01	3025667	12/1/1983 INSTRUMENTS FOR/PASTE MIXER
DGT095986D	3025668	12/1/1981 PASTE MIXER
DGT095986D01	3025669	12/1/1983 INSTRUMENTS FOR/PASTE MIXER
DGT095987D01	3025670	7/1/1984 INSTRUMENTS FOR/PASTE MIXER
DGT095989D	3025671	12/1/1981 STOCK DEREELER
DGT095990D	3025672	12/1/1981 STOCK DEREELER
DGT095991D	3025673	12/1/1981 STRETCH WRAP MACHINE
DGT095992D	3025674	12/1/1982 SINGLE STAND MILL
DGT095993D	3025675	12/1/1982 WATER CHILLER
DGT095993D01	3025676	1/1/1983 WATER CHILLER
DGT095994D	3025677	12/1/1982 WATER CHILLER
DGT095994D01	3025678	1/1/1983 WATER CHILLER
DGT095995D	3025679	12/1/1980 VENTILATION F/COLLECTION SYSTEM
DGT095996D	3025680	12/1/1980 VENTILATION F/COLLECTION SYSTEM
DGT095997D	3025681	12/1/1982 VENILATION F/COLLECTION SYSTEM
DGT095998D	3025682	12/1/1982 VENTILATION F/COLLECTION SYSTEM
DGT095999D	3025683	12/1/1982 VENTILATION F/COLLECTION SYSTEM
DGT096000D	3025684	12/1/1982 VENTILATION F/COLLECTION SYSTEM
DGT098187D	3025690	12/1/1972 DUST COLLECTOR

DGT098361D01	3025691	10/31/1989 REBUILD MOLDING MACHINE
DGT098361D02	3025692	3/1/1992 ADDL CHG(700 T MOLDING MACH)
DGT100287D	3025696	6/1/1977 EXPAND PRESS
DGT100297D	3025698	6/1/1977 PASTE MIXER
DGT100306D	3025699	6/1/1977 BUTT WELDER
DGT100312D	3025700	6/1/1977 DEREELER
DGT100315D	3025701	6/1/1977 DEREELER
DGT100470D	3025702	9/1/1977 TIG TOP TERM BURN MACHINE
DGT102070D	3025703	7/1/1978 LUG TRIM PRESS
DGT102099D	3025704	8/1/1978 OSI PLATE DRY OVEN
DGT102511D	3025708	7/1/1979 SLITTER & CHOPPER
DGT102513D	3025709	7/1/1979 CAMBER SENSORS
DGT104491	3025710	2/1/1998 LEVELATOR
DGT104492	3025711	2/1/1998 LEVELATOR
DGT104493	3025712	2/1/1998 LEVELATOR
DGT104494	3025713	2/1/1998 LEVELATOR
DGT104495	3025714	2/1/1998 LEVELATOR
DGT104496	3025715	2/1/1998 LEVELATOR
DGT104497	3025716	2/1/1998 LEVELATOR
DGT104498	3025717	2/1/1998 LEVELATOR
DGT104499	3025718	2/1/1998 LEVELATOR
DGT104500	3025719	2/1/1998 LEVELATOR
DGT104501	3025720	2/1/1998 LEVELATOR
DGT104502	3025721	2/1/1998 LEVELATOR
DGT105567D	3025724	6/1/1983 STRETCH WRAP MACHINE
DGT105650D	3025725	8/1/1983 SINGLE STAND MILL
DGT105751D	3025726	12/1/1982 VENTILATION F/COLLECTION SYSTEM
DGT105752D	3025727	12/1/1982 VENTILATION F/COLLECTION SYSTEM
DGT105753D	3025728	2/1/1983 TRABON LUBE SYSTEM
DGT105754D	3025729	2/1/1983 TRABON LUBE SYSTEM
DGT105755D	3025730	2/1/1983 SINGLE STAND MILL
DGT105756D	3025731	3/1/1983 DIESEL FIRE PUMP
DGT105757D	3025732	3/1/1983 ELECTRIC FIRE PUMP
DGT105758D	3025733	3/1/1983 JOCKEY PUMP
DGT105761D	3025734	12/1/1983 HYDRAULIC PASTE BOX
DGT105762D	3025735	12/1/1983 HYDRAULIC PASTE BOX
DGT105763D	3025736	12/1/1983 ROTARY PILOT HOLE MACHINE
DGT105764D	3025737	12/1/1983 ROTARY PILOT HOLE MACHINE
DGT105765D	3025738	12/1/1983 TANK FOR MIXER
DGT105766D	3025739	12/1/1983 TANK FOR MIXER
DGT105769D	3025741	6/1/1984 LABEL MACHINE
DGT105770D	3025742	8/1/1984 TIG WELDER
DGT105770D01	3025743	1/1/1995 ADDITIONAL CHARGES TO TAG #105770
DGT105771D	3025744	8/1/1984 TIG WELDER
DGT105771D01	3025745	1/1/1995 ADDITIONAL CHARGES TO TAG #105771
DGT105772D	3025746	8/1/1984 TIG WELDER
DGT105772D01	3025747	1/1/1995 ADDITIONAL CHARGES TO TAG #105772
DGT105773D	3025748	8/1/1984 TIG WELDER
DGT105773D01	3025749	1/1/1995 ADDITIONAL CHARGES TO TAG #105773
DGT105774D	3025750	10/1/1984 PILOT HOLE MACHINE
DGT105775D	3025751	12/1/1984 HEVI DUTY TRANSFORMER-300KVA LIGHTING
DGT105776D	3025752	12/1/1984 TANK FOR MIXER
DGT105777D	3025753	1/1/1985 HYDRAULIC PASTE BOX
DGT105781D	3025754	1/1/1985 BATTERY WASHER
DGT105787D	3025756	12/1/1985 EXPANDER PRESS #2
DGT105789D	3025757	8/1/1986 HI STACKER TIERING TRUCK
DGT105790D	3025758	8/1/1986 HI STACKER TIERING TRUCK
DGT105795D	3025759	9/1/1986 EPANDER PRESS #1LINE
DGT105796D	3025760	10/1/1986 PASTE MACH LINE#1
DGT105797D	3025761	10/1/1986 BUTT WELDER LINE#1
DGT105798D	3025762	10/1/1986 PASTE MIXER LINE #1
DGT105800D	3025763	10/1/1986 HOT RUNNER CONTROLLER(500T CINN MOLD)
DGT105801D	3025764	10/1/1986 MOLD MONITOR MACH #12(500T MOLD MACH)
DGT105802D	3025765	10/1/1986 PARTS CONV(25T MOLD MACH)15'&7'
DGT105805D	3025766	2/1/1987 EXPANDER PRESS LN#1
DGT105806D	3025767	2/1/1987 COVER HEAT SEAL
DGT105807D	3025768	4/1/1987 FINAL COVER FILT PLACER

DGT105810D	3025770	9/1/1987 CONV-HANDLE PLACEMENT
DGT105811D	3025771	5/1/1988 CHARGE PANEL
DGT105812D	3025772	5/1/1988 CHARGE PANEL
DGT105817D	3025773	2/1/1988 S.O.C. PROGRAMMABLE CONTROLLER
DGT105818D	3025774	2/1/1988 S.O.C. PROGRAMMABLE CONTROLLER
DGT105820D	3025775	2/1/1988 15T WATER CHILLER
DGT105822D	3025776	5/1/1988 CAST ON STRAP MACH
DGT105823D	3025777	5/1/1988 HI-RATE TESTER(5575L&R)
DGT105824D	3025778	5/1/1988 AIR BLAST SYS BLOWER
DGT105825D	3025779	5/1/1988 TOP TERM TIG BURN MACH
DGT105826D	3025780	5/1/1988 HI-RATE CONVEYOR
DGT105828D	3025782	11/1/1988 CHARGE FLOOR PROCESS FAN
DGT105830D	3025784	12/1/1988 LABEL MACHINE
DGT105831D	3025785	1/1/1989 SPOT FACE MACHINE
DGT105832D	3025786	1/1/1989 SPOT FACE MACHINE
DGT105834D	3025787	8/31/1989 AUTO STRETCH WRAP UNIT
DGT105837D	3025788	10/31/1989 LEAD SULFATE RECOVERY SYSTEM
DGT105839D	3025790	2/1/1990 CONVEYOR
DGT105840D	3025791	2/1/1990 90 DEGREE EXIT CONV(RIGHT SIDE INFEED OHB)
DGT105842D	3025793	8/1/1973 TRUCK POWERED SHOP
DGT105843D	3025794	3/1/1980 TRUCK-POWERED-SHOP
DGT105845D	3025795	8/1/1976 TRUCK-POWERED-SHOP
DGT105846D	3025796	5/1/1991 ROTARY DRUM PASTE MACH
DGT105847D	3025797	5/1/1991 ROTARY DRUM PASTE MACH
DGT105848D	3025798	5/1/1991 ROTARY DRUM PASTE MACH
DGT105849D	3025799	5/1/1991 ROTARY DRUM PASTE MACH
DGT105854D	3025802	12/1/1991 PRESTRETCH UNIT
DGT105856D	3025803	1/1/1993 ENCLOSURE F/3 DOORS
DGT105865D	3025804	3/1/1994 SPIROMETER
DGT105869D	3025806	2/28/1995 (9)TOLEDO SCALE WEIGHT CONTROLLERS
DGT105870D	3025807	1/1/1996 AUTOMATIC PALLETIZER
DGT105870E	3025808	11/1/2001 AUTOMATIC PALLETIZER
DGT105871	3025809	2/28/1997 (B) ULTRASONIC WELDER
DGT105871A	3025810	12/1/1998 TRAILING CHARGE TO DGT105871
DGT105871D	3025811	1/1/1987 GENIE BOOM ELECTRIC MAN LIFT
DGT105872D	3025813	3/1/1983 CLARK WALKING STYLE ELECTRIC SWEEPER/SCRUBBER
DGT105873	3025814	7/31/1997 AUTO OFF-BEAR SYS
DGT105874	3025816	7/31/1997 HEATING SYSTEM (UPGRADE)
DGT105876	3025817	11/1/2001 LEAD OXIDE VENTILATION ON XMET
DGT105878	3025818	11/1/2001 SYNTRON BOWL CONVERSION
DGT105880	3025819	11/1/2001 REBUILD CHANGE TABLE
DGT105881	3025820	11/1/2001 REBUILD CHARGE TABLES
DGT105883	3025821	11/1/2001 MANCOOLERS FOR C.O.S.
DGT105884	3025822	11/1/2001 REPAIR PERSON COOLERS - X-MET
DGT105886	3025824	11/1/2001 ROLLING MILL DRIVE UNIT
DGT105887	3025825	11/1/2001 REPLACE MODICON CONTROLLERS
DGT105888	3025826	11/1/1997 SAND FILTER
DGT105890	3025828	11/1/1997 POWERED SWEEPER
DGT105892	3025829	11/1/1997 HOT MELT EQUIPMENT
DGT105894	3025832	11/1/1997 RETENTION AREA
DGT105895	3025833	11/1/2001 LASER DATE CODE-CELL #1
DGT105897	3025834	11/1/2001 HI RATE MACHINE FOR LEAN CELL #1
DGT105898	3025835	11/1/2001 AIRCHECK FOR LEAN CELL #1
DGT105899	3025836	11/1/2001 AIRCHECK PANEL FOR LEAN CELL #1
DGT105902	3025837	11/1/2001 CARTON PRINTER MACHINE CELL #1
DGT105903	3025838	11/1/2001 HANDLE PLACER MACHINE
DGT105906	3025839	11/1/2001 LOW VOLUME SHRINK WRAP MACHINE
DGT105907	3025840	11/1/2001 HIGH SPEED SHRINK WRAP MACHINE
DGT105908	3025841	11/1/2001 INKJET PRINTER CELL #1
DGT105911	3025842	11/1/2001 DESIGN OF ACID HANDLING SYSTEM
DGT105912	3025843	11/1/2001 PLANT UPGRADES FOR LEAN CELLS
DGT105913	3025844	11/1/2001 LABEL JET LABELLER
DGT105914	3025845	11/1/2001 LABEL JET LABELLER
DGT105915	3025846	11/1/2001 LABEL JET LABELLER
DGT105916	3025847	11/1/2001 LABEL JET LABELLER
DGT105917	3025848	11/1/2001 LABEL JET LABELLER
DGT105918	3025849	11/1/2001 LABEL JET LABELLER

DGT105920	3025850	11/1/2001 HEAT SEAL FOR MISC. LINE
DGT105921	3025851	11/1/2001 POLY STORAGE ELIMINATION EQUIPMENT TO MOVE PLASTI
DGT105924	3025852	11/1/2001 QC LAB BITRODE CYCLER FOR NEW BRUNSWICK
DGT106102D	3025853	6/1/1984 PILOT HOLE MACHINE
DGT106164D	3025854	9/1/1984 BRIDGEPORT TAPE MILL
DGT106164D01	3025855	10/1/1984 TRAILING CHARGE TO TAG #106164D
DGT109106D	3025858	12/1/1988 PASTE MACH(ROTARY DRUM)
DGT111097D	3025859	4/1/1993 BOILER CONTROL FOR #1
DGT111098D	3025860	4/1/1993 BOILER CONTROL FOR #2
DGT111099D	3025861	4/1/1993 BOILER CONTROL FOR #3
DGT111100D	3025862	4/1/1993 BOILER CONTROL FOR #4
DGT111673D	3025864	7/1/1994 RED LEAD STORAGE SYSTEM
DGT111673D01	3025865	7/1/1994 ADDITIONAL CHARGES TO TAG #111673D
DGT111673D02	3025866	1/1/1995 TRAILING CHARGES TO TAG #111673D
DGT111674D	3025867	7/1/1994 RED LEAD DELIVERY SYSTEM
DGT111674D01	3025868	7/1/1994 TRAILING CHARGE TO TAG #111674D
DGT112844	3025870	4/28/1999 INFORMATION BOARD
DGT113107	3025871	7/31/1997 ROBOT
DGT690000	3025872	1/2/1998 LEVELATOR
DGT690001	3025873	1/2/1998 LEVELATOR
DGT690002	3025874	1/2/1998 LEVELATOR
DGT690003	3025875	1/2/1998 LEVELATOR
DGT690004	3025876	1/2/1998 LEVELATOR
DGT690005	3025877	1/2/1998 LEVELATOR
DGT690006	3025878	1/2/1998 LEVELATOR
DGT690007	3025879	1/2/1998 LEVELATOR
DGT690008	3025880	1/2/1998 LEVELATOR
DGT690009	3025881	1/2/1998 LEVELATOR
DGT690010	3025882	1/2/1998 LEVELATOR
DGT690011	3025883	1/2/1998 LEVELATOR
DGT690012	3025884	1/2/1998 LEVELATOR
DGT690013	3025885	1/2/1998 LEVELATOR
DGT690014	3025886	1/2/1998 LEVELATOR
DGT690015	3025887	1/2/1998 LEVELATOR
DGT690016	3025888	8/1/1998 TIG WELDER
DGT690017	3025889	1/2/1998 DOCK LOCK
DGT690018	3025890	1/2/1998 DOCK LOCK
DGT690019	3025891	1/2/1998 DOCK LOCK
DGT690021	3025893	1/2/1998 DOCK LOCK
DGT690022	3025894	1/2/1998 DOCK LOCK
DGT690023	3025895	1/2/1998 DOCK LOCK
DGT690024	3025896	1/2/1998 DOCK LOCK
DGT690025	3025897	1/2/1998 DOCK LOCK
DGT690027	3025899	1/2/1998 SITE SIGN (DELPHI)
DGT690028	3025900	4/1/1998 PERFORATOR LINE UPC
DGT690030	3025901	11/1/1998 LIFT TABLE
DGT690031	3025902	11/1/1998 LIFT TABLE
DGT690032	3025903	11/1/1998 LIFT TABLE
DGT690033	3025904	11/1/1998 NON SLIP FLOOR COATING-EXPANDER&PASTE MACH. AREAS
DGT690034	3025905	11/1/1998 TRANSFORMER
DGT690035	3025906	11/1/1998 LABEL MACHINE
DGT690036	3025907	11/1/1998 ALARMED FEEDER TO FIRE PUMP HOSE
DGT690040	3025908	11/1/1998 AUXILLARY REMOTE FIRE DEPT CONNECTION
DGT690041	3025909	11/1/1998 AUTOMATIC PLATE STACKER SYS W/CONTROLS F/X-MET1
DGT690042	3025910	11/1/1998 AUTOMATIC PLATE STACKER SYS W/CONTROLS F/X-MET2
DGT690043	3025911	11/1/1998 AUTOMATIC PLATE STACKER SYS W/CONTROLS F/X-MET3
DGT690044	3025912	1/2/1998 ROBOT
DGT690045	3025913	1/2/1998 ROBOT
DGT690046	3025914	1/2/1998 ROBOT
DGT690047	3025915	1/2/1998 ROBOT
DGT690048	3025916	11/1/1998 ABB-IRB 6400 ROBOT FOR AUTOMATIC PLATE HANDLING
DGT690049	3025917	11/1/1998 ABB-IRB 6400 ROBOT FOR AUTOMATIC PLATE HANDLING
DGT690050	3025918	11/1/1998 ABB-IRB 6400 ROBOT FOR AUTOMATIC PLATE HANDLING
DGT690051	3025919	11/1/1998 ABB-IRB 6400 ROBOT FOR AUTOMATIC PLATE HANDLING
DGT690052	3025920	1/2/1998 AUTOMATED ORIENTATION ROBOT
DGT690053	3025921	1/2/1998 TITAN CENTRAL CHILL
DGT690054	3025922	1/2/1998 AIR DRYER

DGT690055	3025923	1/2/1998 AIR DRYER
DGT690056	3025924	11/1/2001 BRIDGE CRANE
DGT690057	3025925	1/1/1999 NEW BRUNSWICK STORM WATER TREATMENT
DGT690058	3025926	11/1/2001 DUST COLLECTION SYSTEM FOR THE X-MET LINE
DGT690060	3025927	11/1/2001 ELECTRICAL DISTRIBUTION SYSTEM FOR THE X-MET LINE
DGT690065	3025928	11/1/2001 COULTER COUNTER PER DAVE MCCORD - MEASURES OXIDE P
DGT690068	3025929	11/1/2001 HEAT SEAL MACHINE #1
DGT690069	3025930	11/1/2001 HEAT SEAL MACHINE #2
DGT690070	3025931	11/1/2001 HEAT SEAL MACHINE #3
DGT690071	3025932	11/1/2001 HEAT SEAL MACHINE #4
DGT690072	3025933	11/1/2001 CONVERT BOILERS TO-ONLY MARK GOODWIN AUTHORIZATION
DGT690073	3025934	11/1/2001 ACID TANK
DGT690074	3025935	11/1/2001 ACID TANK
DGT690075	3025936	11/1/2001 ACID TANK
DGT690076	3025937	11/1/2001 ACID TANK
DGT690077	3025938	11/1/2001 NEW AIR WASHER FAN - INSTALLED
DGT690078	3025939	11/1/2001 NEW AIR WASHER FAN - INSTALLED
DGT690081	3025940	11/1/2001 BLOWER UNIT FOR AIR WASHER
DGT690082	3025941	1/1/2002 BLOWER UNIT FOR AIR WASHER
DGT690111	3025942	11/1/2001 FEED WATER PUMP #1 IN POWER PLANT
DGT690112	3025943	11/1/2001 FEED WATER PUMP #2 IN POWER PLANT
DGT690113	3025944	11/1/2001 BUSS DUCT UPGRADE
DGT690115	3025945	11/1/2001 FORMATION TABLE - PURCHASE & INSTALLATION
DGT690116	3025946	11/1/2001 FORMATION TABLE - PURCHASE & INSTALLATION
DGT690117	3025947	11/1/2001 FORMATION TABLE - PURCHASE & INSTALLATION
DGT690118	3025948	11/1/2001 FORMATION TABLE - PURCHASE & INSTALLATION
DGT690119	3025949	11/1/2001 FORMATION TABLE - PURCHASE & INSTALLATION
DGT690120	3025950	11/1/2001 FORMATION TABLE - PURCHASE & INSTALLATION
DGT690122	3025951	11/1/2001 SHEET METAL SHEAR
DGT690123	3025952	11/1/2001 SONIC WELDER SYSTEM
DGT690124	3025953	11/1/2001 HIGH VOLTAGE GREEN GRP TEST MACHINE
DGT690125	3025954	11/1/2001 HIGH VOLTAGE GREEN GRP TEST MACHINE
DGT690126	3025955	11/1/2001 AERIAL PLATFORM TRUCK - NEW
DGT690129	3025957	1/1/2002 PHASE II REPAIRS TO FORMATION VENTILATION - PROCES
DGT690132	3025958	11/1/2001 BATTERY LAB AIR CONDITIONER, UPGRADE
DGT690134	3025959	1/1/2002 SEPARATE PROPANE SYSTEMS FOR PROD PROC, PLANT BOIL
DGT690135	3025960	11/1/2001 WALMART J240H T BATTERY, APPLICATOR AND TUBING
DGT690136	3025961	11/1/2001 WALMART J240H T BATTERY, ELECTRICAL CONTROLS
DGT690137	3025962	11/1/2001 WALMART J240H T BATTERY, ELECTRICAL CONTROLS
DGT690138	3025963	11/1/2001 WALMART J240H T BATTERY, ENGINEERING DESIGN
DGT690139	3025964	11/1/2001 WALMART J240H T BATTERY, HOIST
DGT690140	3025965	11/1/2001 LEAD STRIP MILL (FROM MUNCIE)
DGT690141	3025966	11/1/2001 WALMART J240 HT BATTERY, MQ 2 MTL
DGT690147	3025967	11/1/2001 LIFT & ROTATE TABLE # 1 FOR BATTERY PLATE SKIDS
DGT690148	3025968	11/1/2001 LIFT & ROTATE TABLE # 2 FOR BATTERY PLATE SKIDS
DGT690149	3025969	11/1/2001 LIFT & ROTATE TABLE # 3 FOR BATTERY PLATE SKIDS
DGT690150	3025970	11/1/2001 LIFT & ROTATE TABLE # 4 FOR BATTERY PLATE SKIDS
DGT690151	3025971	11/1/2001 LIFT & ROTATE TABLE # 5 FOR BATTERY PLATE SKIDS
DGT690152	3025972	11/1/2001 LIFT & ROTATE TABLE # 6 FOR BATTERY PLATE SKIDS
DGT690153	3025973	11/1/2001 LIFT & ROTATE TABLE # 7 FOR BATTERY PLATE SKIDS
DGT690156	3025974	11/1/2001 LIFT & ROTATE TABLE # 8 FOR BATTERY PLATE SKIDS
DGT690157	3025975	11/1/2001 LIFT & ROTATE TABLE # 9 FOR BATTERY PLATE SKIDS
DGT690158	3025976	11/1/2001 LIFT & ROTATE TABLE # 10 FOR BATTERY PLATE SKIDS
DGT690159	3025977	11/1/2001 LIFT & ROTATE TABLE # 11 FOR BATTERY PLATE SKIDS
DGT690160	3025978	11/1/2001 LIFT & ROTATE TABLE # 12 FOR BATTERY PLATE SKIDS
DGT690161	3025979	11/1/2001 LIFT & ROTATE TABLE # 13 FOR BATTERY PLATE SKIDS
DGT690162	3025980	11/1/2001 LIFT & ROTATE TABLE # 14 FOR BATTERY PLATE SKIDS
DGT690163	3025981	11/1/2001 ACID RECLAIM PUMP # 1
DGT690164	3025982	11/1/2001 ACID RECLAIM PUMP # 2
DGT690165	3025983	11/1/2001 WALMART J240HT BATTERY, SCRAP COLLECTION SYSTEM
DGT690166	3025984	11/1/2001 INSTALL EQUIP TRANS FROM TRENTON
DGT690168	3025985	11/1/2001 HOOD FOR OPERATOR QUALITY TESTING EQUIPMENT
DGT690169	3025986	11/1/2001 ACID ABSORPTION TESTER
DGT690176	3025987	11/1/2001 HEAT EXCHANGER FOR WASH TUNNEL - NB
DGT690177	3025988	1/1/2002 PERSONNEL VACUUM SYS. ON CLEAN AREA DOORWAY (1 OF
DGT690178	3025989	11/1/2001 INSTALL HIGH SPEED ROLLUP DOOR TO SHIPPING DEPT
DGT690181	3025990	11/1/2001 REPLACE CHARGE TABLE BLOWER

DGT690194	3025991	11/1/2001 BOILER CONTROLLER (1 OF 3)
DGT690195	3025992	11/1/2001 BOILER CONTROLLER (2 OF 3)
DGT690196	3025993	11/1/2001 BOILER CONTROLLER (3 OF 3)
DGT690218	3025994	1/1/2002 PERSONNEL VACUUM SYS. IN CLEAN AREA DOORWAY (2 OF
DGT690219	3025995	1/1/2002 PERSONNEL VACUUM SYS. IN CLEAN AREA DOORWAY (3 OF
DGT690220	3025996	1/1/2002 PERSONNEL VACUUM SYS. IN CLEAN AREA DOORWAY (4 OF
DGT720001	3025997	4/28/1999 ACID FILL MACHINE
DGT720002	3025998	4/28/1999 MOD. TO VR
DGT720007	3025999	4/28/1999 50 AMP RECTIFIER
DGT720010	3026000	4/28/1999 UPDATE STACKER SYSTEM
DGT72383	3026001	11/1/2001 REBUILD 700 MOLDING MACHINE
DGT72395	3026002	1/1/2002 CAST ON STRAP CONTROLS
DGT72396	3026003	1/1/2002 PROPANE BACK UP SYSTEM FOR BOILERS
DGT72413	3026004	1/1/2002 AUTO PLATE STIELER SYSTEM CONTROLS #4
DGT74405	3026005	11/1/2001 ACID FILL/PREWASH MACHINE CELL #1
DGT74406	3026006	11/1/2001 ACID MIX SYSTEM CELL #1
DGT74407	3026007	11/1/2001 WASHER/DRYER FOR FINISHED BATTERIES CELL #1
DGT74408	3026008	11/1/2001 BITROBE HIRATE CELL #1
DGTEX095387D	3026009	11/1/2001 CAPITALIZABLE MAINTENANCE - RECONDITION I.R. AIR C
DGT018263N	3026024	1/1/1979 CASE GATHERING CONVEYOR
DGT018358N	3026079	10/1/1986 HOT RUNNER CONTROLLER SYSTEM
DGT018359N	3026080	10/1/1986 HOT RUNNER CONTROLLER SYSTEM
DGT018360N	3026081	10/1/1986 HOT RUNNER CONTROLLER SYSTEM
DGT018361N	3026082	10/1/1986 HOT RUNNER CONTROLLER SYSTEM
DGT018362N	3026083	10/1/1986 HOT RUNNER CONTROLLER SYSTEM
DGT081436D	3026331	11/1/1974 STRAP CAST MACHINE
DGT081437D	3026332	11/1/1974 STRAP CAST MACHINE
DGT081438D	3026333	11/1/1974 STRAP CAST MACHINE
DGT091798D	3026399	12/1/1977 CAST ON STRAP MACHINE
DGT101707D	3026558	7/1/1985 STRETCH WRAP MACHINE
DGT101750D	3026598	1/1/1988 OSI OVEN-ENERGY RECOVERY SYSTEM
DGT081611D	3027025	4/1/1977 VACUUM SYSTEM FOR INCAPTULATORS
DGT081622D	3027033	7/1/1977 PLATE ENCAPSULATOR
DGT081623D	3027035	7/1/1977 PLATE ENCAPSULATOR
DGT081648D	3027064	8/1/1977 SPECTROGRAPH
DGT081649D	3027066	8/1/1977 HEAT SEAL MACHINE FINAL
DGT081650D	3027067	8/1/1977 HEAT SEAL MACHINE FINAL
DGT081651D	3027068	8/1/1977 HEAT SEAL MACHINE FINAL
DGT081693D	3027101	10/1/1977 TEMPERATURE CONTROL FOR TERMINAL
DGT081705D	3027112	11/1/1977 FINAL COVER LEAK TEST
DGT081743D	3027130	9/1/1978 BUTT WELDER
DGT095750D	3027192	12/1/1976 X MAT EXPANDING PRESS
DGT095758D	3027208	12/1/1976 PASTE MIXER
DGT096940D	3027221	5/1/1972 WATER CHILLER
DGT100166D	3027229	4/1/1977 TIG BURN MACHINE
DGT100357D	3027246	7/1/1977 EDGE TRIM & CHOPPER UNIT
DGT100485D	3027251	9/1/1977 ENCAPSULATOR
DGT100486D	3027252	9/1/1977 ENCAPSULATOR
DGT103764D	3027269	9/1/1978 GROUP ALIGN CONVEYOR MACHINE
DGT103775D	3027277	12/1/1978 ENCAPSULATION & COLLATION MACHINE
DGT103776D	3027279	12/1/1978 ENCAPSULATION & COLLATION MACHINE
DGT103780D	3027283	1/1/1979 COVER HEAT SEAL
DGT103780D01	3027284	3/1/1979 TRAILING CHARGE TO TAG #103780D
DGT103794D	3027288	4/1/1979 GREEN GROUP SHORT TEST CONVEYOR #1
DGT103815D	3027299	7/1/1979 STRAP CAST STATION
DGT103833D	3027307	10/1/1979 WATER CHILLER-15 TON
DGT103848D	3027313	12/1/1979 DC DC MODULE
DGT103849D	3027314	12/1/1979 DC DC MODULE
DGT103850D	3027315	12/1/1979 DC DC MODULE
DGT103851D	3027316	12/1/1979 DC DC MODULE
DGT103852D	3027317	12/1/1979 DC DC MODULE
DGT103853D	3027318	12/1/1979 DC DC MODULE
DGT103854D	3027319	12/1/1979 DC DC MODULE
DGT103856D	3027321	12/1/1979 DC DC MODULE
DGT103857D	3027322	12/1/1979 DC DC MODULE
DGT103907D	3027345	11/1/1982 WATER CHILLER
DGT103933D	3027353	9/1/1983 HEAT TREAT FURNACE

DGT104743D	3027392	6/1/1980 BRANSON WELD UNIT
DGT107507D	3027402	1/1/1986 DUST COLLECTOR
DGT107566D	3027438	3/1/1990 EKG MACHINE
DGT107586D	3027452	1/1/1991 GMF ROBOT FOR C.O.S. LINE
DGT107588D	3027454	6/1/1991 JWI LEAD FILTER PRESS
DGT107609D	3027463	1/1/1992 LEBLOND MAKINO LATHE
DGT107619D	3027469	2/1/1992 DIGITAL READOUT FOR LEBLOND LATHE
DGT107621D	3027470	4/1/1992 TEMP CONTROLLER FOR MOLD MACH
DGT107636D	3027479	4/1/1994 SATELLITE SPIROMETER
DGT107647D	3027487	1/1/1994 CHILLER SYSTEM FOR #2 LEAD STRIP
DGT107678D	3027499	7/1/1995 SPRAYMATION HOT MELT EQUIPMENT
DGT107698	3027515	6/30/1997 DIELECTRIC TEST CONTROL
DGT107700	3027517	7/31/1997 AUTO OFF
DGT107723B	3027544	6/1/1999 FORMATION TABLE SYSTEM
DGT107731	3027549	11/1/2001 LIFT TABLE FOR PLATES
DGT107732	3027550	11/1/2001 LIFT TABLE FOR PLATES
DGT107733	3027551	11/1/2001 LIFT TABLE FOR PLATES
DGT107734	3027552	11/1/2001 LIFT TABLE FOR PLATES
DGT107735	3027553	11/1/2001 LIFT TABLE FOR PLATES
DGT107736	3027554	11/1/2001 LIFT TABLE FOR PLATES
DGT107744	3027559	4/1/2000 TOP TERMINAL TIG WELDER
DGT600015	3027596	11/1/2001 44 X 52 4000LB CAPACITY SCISSOR LIFT
DGT600016	3027597	11/1/2001 44 X 55 4000LB CAPACITY SCISSOR LIFT
DGT600017	3027598	11/1/2001 44 X 52 4000LB CAPACITY SCISSOR LIFT
DGT600018	3027599	11/1/2001 44 X 52 4000LB CAPACITY SCISSOR LIFT
DGT600019	3027600	11/1/2001 44 X 52 4000LB CAPACITY SCISSOR LIFT
DGT600020	3027601	11/1/2001 44 X 52 4000LB CAPACITY SCISSOR LIFT
DGT600043	3027617	11/1/2001 SEPERATOR ROLL LIFT, JIB CRANE, AND HOIST
DGT600044	3027618	11/1/2001 SEPERATOR ROLL LIFT, JIB CRANE AND HOIST
DGT600045	3027619	11/1/2001 PROTOTYPE WATER BATH FORMATION SYSTEM
DGT600049	3027622	11/1/2001 FORMATION CHARGING TABLE #3
DGT600056	3027625	11/1/2001 ROBOT TO LOAD BATTERY GROUPS INTO CAST-ON-STRAP MA
DGT600106	3027656	11/1/2001 WALMART J240HT BATT, SCRAP COLLECTION SYSTEM
DGT690101	3051124	9/11/2002 SEPARATOR LIFTING JIB CRANE AND HOIST
DGT690099	3051125	9/11/2002 DELPHI MACHINE TO TEST BATTERY CELLS FOR SHORTS
DGT690097	3051126	9/11/2002 DELPHI WATER COOLING STATION
DGT690095	3051127	9/11/2002 DELPHI STRETCH/PERFORATE MACHINE
DGT690094	3051128	9/11/2002 DELPHI GROUP LOADING MACHINE STATION
DGT690093	3051129	9/11/2002 DELPHI TOP TERMINAL COVER SPIN MACHINE
DGT690092	3051130	9/11/2002 DELPHI GROUP LOADING MACHINE STATION
DGT690102	3051131	9/11/2002 SEPARATOR LIFTING JIB CRANE AND HOIST
DGT690187	3051132	9/11/2002 (#6) COS HOIST & FRAME PLUS INSTALLATION
DGT690186	3051133	9/11/2002 (#5) COS HOIST & FRAME PLUS INSTALLATION
DGT690185	3051134	9/11/2002 (#4) COS HOIST & FRAME PLUS INSTALLATION
DGT690184	3051135	9/11/2002 (#3) COS HOIST & FRAME PLUS INSTALLATION
DGT690183	3051136	9/11/2002 (2) COS HOIST & FRAME PLUS INSTALLATION
DGT690182	3051137	9/11/2002 (#1) COS HOIST & FRAME PLUS INSTALLATION
DGT690103	3051138	9/11/2002 FILTRATION SYSTEM FOR CHILLED WATER SUPPLY
DGT690212	3051139	9/11/2002 WELDER #8
DGT690211	3051140	9/11/2002 WELDER #7
DGT690210	3051141	9/11/2002 WELDER #6
DGT690209	3051142	9/11/2002 WELDER #5
DGT690208	3051143	9/11/2002 WELDER #4
DGT690207	3051144	9/11/2002 WELDER #3
DGT690206	3051145	9/11/2002 WELDER #2
DGT690213	3051146	9/11/2002 WELDER #9
DGT690083	3051147	9/11/2002 BIG JOE LIFT TRUCK (REV. 1)
DGT105901	3051148	9/11/2002 REPLACE HEAT SEALER
DGT105900	3051149	9/11/2002 FIRE PTOTECTION FOR GREEN GROU/ VACUUM EXHAUSTER
DGT105896	3051150	9/11/2002 REPLACE HEAT SEALERS
DGT690216	3051151	9/11/2002 WELDER #12
DGT690215	3051152	9/11/2002 WELDER #11
DGT690214	3051153	9/11/2002 WELDER #10
DGT690188	3051154	9/11/2002 DELPHI MACHINE TO ALIGN TOP TERMINAL POSTS
DGT105910	3051170	9/11/2002 RE ROUTE STORM OUTFALL
72414	3051171	9/11/2002 VACUUM EXHAUSTER
72393	3051172	9/11/2002 REBUILD TWO CHANGE TABLE

DGT690202	3051173	9/11/2002 WATER CONSERVATION SYSTEM FOR BATTERY WASHER
DGT690191	3051174	9/11/2002 MISC CONVEYORS FOR LAYOUT CHANGES TO GRN GRP LEAN
DGT690190	3051175	9/11/2002 VENTILATION COLLECTOR FAN FOR GREEN GROUP LEAN CEL
72370	3051176	9/11/2002 FIRE PROTECTION UPGRADE
DGT690109	3051182	9/11/2002 ROBOT TO LOAD BATTERY GROUPS INTO CAST-ON-STRAP MA
DGT690205	3051183	9/11/2002 WELDER #1
DGT690130	3051209	9/11/2002 LINE INSTALL COSTS FOR MQ 1 VALIDATION
DGT690121	3051210	9/11/2002 DELPHI LEAN COVER TO CASE HEAT SEAL MACHINE
DGT690108	3051211	9/11/2002 INTER. COVER AIR CHECK MACHINE
DGT690107	3051212	9/11/2002 GROUP HOTMELT MACHINE
DGT690106	3051213	9/11/2002 TOP TERMINAL HOTMELT MACHINE
DGT690104	3051214	9/11/2002 DELPHI CAST-ON-STRAP MACHINE REBUILD OF DGS0099445
DGT690096	3051215	9/11/2002 DELPHI SINGLE HEAD EF WELDER MACHINE
DGT690131	3051216	9/11/2002 PRODUCTIVE MTL FOR MQ 1 VALIDATION
DGT690203	3051217	9/11/2002 XMET PASTE MIXER #1 UPGRADE (REPLACES DGT100297D)
DGT690174	3051218	9/11/2002 #2 DR2-NB ENCAPSULATION/COLLATION MACHINE
DGT690173	3051219	9/11/2002 #1 DR2-NB ENCAPSULATION/COLLATION MACHINE
DGT690144	3051220	9/11/2002 UPGRADE BATTERY ACID RETENTION & DIST-TANK & COOLI
DGT690143	3051221	9/11/2002 UPGRADE BATTERY ACID RETENTION & DIST-CONSTR & INS
DGT690142	3051222	9/11/2002 UPGRADE BATTERY ACID RETENTION & DIST & ACID HOUSE
DGT690133	3051223	9/11/2002 NFPA VENTING ON PROPANE REGULATORS
DGT690087	3051228	9/11/2002 DELPHI LEAN TOP TERMINAL TIG WELDER
DGT690086	3051229	9/11/2002 DELPHI LEAN SIDE TERMINAL TIG WELDER
DGT056948	3051230	9/11/2002 OXIDE GRINDER CONTROL PANEL REBUILT
DGT72373	3051408	9/25/2002 replace sulfuric acid tank
DGT72387	3051409	9/25/2002 new brunswick security upgrade
DGT600175	3115835	2/10/2003 #5 DR3 ENCAPSULATION COLLATION MACHINE
DGT600174	3115836	2/10/2003 #4 DR3 ENCAPSULATION COLLATION MACHINE
DGT600173	3115837	2/10/2003 #3 DR3 ENCAPSULATION COLLATION MACHINE
DGT600172	3115838	2/10/2003 #2 DR3 ENCAPSULATION COLLATION MACHINE
DGT600171	3115839	2/10/2003 #1 DR3 ENCAPSULATION COLLATION MACHINE
DGT600176	3115841	2/10/2003 #6 DR3 ENCAPSULATION COLLATION MACHINE
DGT600178	3115842	2/10/2003 LOAD STATION & MAGAZINE FOR ROBOT LOAD
DGT600170	3115843	2/10/2003 ABB ROBOTS (4 OF 4)
DGT600169	3115844	2/10/2003 ABB ROBOTS (3 OF 4)
DGT600168	3115845	2/10/2003 ABB ROBOTS (2 OF 4)
DGT600167	3115846	2/10/2003 ABB ROBOTS (1 OF 4)
DGT600177	3115848	2/10/2003 CONVEYORS FOR DR3
DGT600126	3115866	2/11/2003 #2 DR2-AN ENCAPSULATION/COLLATION MACHINE
DGT600125	3115867	2/11/2003 #1 DR2-AN ENCAPSULATION/COLLATION MACHINE
DGT600060	3115887	2/12/2003 INTERMEDIATE COVER. ASSY. MACHINE FOR MARINE
DGT600203	3115900	2/12/2003 FORMATION TABLE #2
DGT600193	3115907	2/12/2003 OPERATOR ASSIST FOR DR-3 (1 OF 2)GREEN GROUP LEAN
DGT600194	3115908	2/12/2003 OPERATOR ASSIST FOR DR-3 (2 OF 2)GREEN GROUP LEAN
DGT600075	3115918	2/12/2003 HI VOLTAGE GREEN GROUP SHORT CHECK- MISC GREEN GRP
DGT600229	3117571	5/22/2003 LIFT ASSIST FOR DR-3
DGT600230	3117572	5/22/2003 LIFT ASSIST FOR DR-3
DGT600231	3117573	5/22/2003 LIFT ASSIST FOR DR-3
DGT600204	3117578	5/22/2003 CONVEYOR SYSTEM FOR MISC LINE DR-3
DGT600213	3117580	5/22/2003 CONVEYER FOR DR-3 #3&4 ON MISC. LINE
DGT690276	3151172	9/23/2003 BUSS DUCT FOR 1203
DGT690180	3151173	9/23/2003 BACKFLOW PREVENTORS ON WATER MAINS
DGT690267	3151174	9/23/2003 NEW PROCESS BOILER FOR PLATE STEAM HOODS
DGT690262	3151175	9/23/2003 INSTALL NATURAL GAS LINE IN PLANT
DGT690260	3151183	9/23/2003 GRAPHITE HEAT EXCHANGER FOR ACID HOUSE
DGT690263	3151189	9/23/2003 LIFT PUMP #1
DGT690259	3151190	9/23/2003 CHARGE TABLE 25
DGT690258	3151191	9/23/2003 CHARGE TABLE 24
DGT690236	3151192	9/23/2003 NEW CHARGE TABLE
DGT690235	3151193	9/23/2003 NEW CHARGE TABLE
DGT690224	3151194	9/23/2003 INSTALLATION OF MAJOR MECHANICAL, VENTILATION, ELECT
DGT690222	3151195	9/23/2003 DESIGN OF NEW CHARGE TABLE VENTILATION
DGT690265	3151196	9/23/2003 LIFT PUMP #2
DGT695033	3152528	10/17/2003 PASTE MIXER BOWL
DGT690230	3153273	11/22/2003 LUG FORM PILOTED DIE (XMET LINE 3)
DGT690229	3153274	11/22/2003 LUG FORM CUT-OFF MACHINE (XMET LINE 2)
DGT690204	3153275	11/22/2003 BAR CODE ERROR PROOFING PROJECT

DGT690193	3153276	11/22/2003 STATION TO REMOVE FORMATION CHARGE SPOOLS
DGT690283	3153277	11/22/2003 HEAT SEAL MACHINE
DGT690234	3153278	11/22/2003 REFURBISH SIDE TERMINAL PLACEMENT MACHINE
DGT690233	3153279	11/22/2003 REFURBISH TOP TERMINAL PLACEMENT MACHINE
DGT690231	3153280	11/22/2003 NEW SCRAP CONVEYOR (XMET LINE 4)
DGT690228	3153281	11/22/2003 PASTE BOX & RAILS (XMET LINE 1)
DGT690232	3153282	11/22/2003 NEW STRIP WIDTH GAGE (XMET LINE 5)
DGT695034	3153284	11/22/2003 OIL PURIFICATION SYSTEM
DGT690261	3153285	11/22/2003 BUFFER CONVEYOR FOR MISC LINE
DGT690257	3153286	11/22/2003 CONTROLS SYS FOR CUTTING ON THE GRID FUNCTIONS
DGT690256	3153287	11/22/2003 VISION SYS FOR NO SPIN CONDITION AND SPOT FACE QUA
DGT690255	3153288	11/22/2003 SPARE EQUIPMENT TO CUT ON GRID JUNCTIONS (XMET)
DGT690254	3153289	11/22/2003 SCRAP SYSTEM FOR PHASE 1 TO CUT ON GRID JUNCTIONS
DGT690253	3153290	11/22/2003 NEW ACID FILL FOR MAIN LINE (WATERFALL)
DGT690226	3153291	11/22/2003 NEW WASHER AND DRYER FOR MAIN LINE
DGT690155	3153301	11/22/2003 POWER TRANSFORMER # 4 FOR LIFT AND ROTATE TABLES
DGT690154	3153302	11/22/2003 POWER TRANSFORMER # 3 FOR LIFT AND ROTATE TABLES
DGT690146	3153303	11/22/2003 POWER TRANSFORMER # 2 FOR LIFT AND ROTATE TABLES
DGT690145	3153304	11/22/2003 POWER TRANSFORMER # 1 FOR LIFT AND ROTATE TABLES
DGT690067	3153306	11/22/2003 OXIDE EQUIPMENT UPG (REACTOR CONTROLS)
DGT105892A	3153307	11/22/2003 HOT MELT EQUIPMENT (REBUILD)
DGT095660E	3153308	11/22/2003 REFURBISH #2 HEAT SEAL MACHINE
DGT095659E	3153309	11/22/2003 REFURBISH #2 HEAT SEAL MACHINE
DGT600124	3153354	11/25/2003 CONTROLLER FOR TIG WELDER
DGT600123	3153355	11/25/2003 CONTROLLER FOR TIG WELDER
DGT600046	3153358	11/25/2003 GROUP CONVEYOR SYSTEM
DGT012095O	3190741	1/31/2004 CAPITALIZE REBUILT COST (SUBMERSIBLE HEATERS LINDB
DGT690227	3190742	1/31/2004 SLURRY ROOM EQUIPMENT TO RECLAIM PASTE
DGT690278	3190743	1/31/2004 HOT MELT MACHINE OVERHAUL
DGT690192	3190744	1/1/2004 AUTOMATED ASSEMBLY CELL FOR CASES & TERMINAL ASSY'
DGT690250	3190745	1/31/2004 AIR LEAK TEST MACHINE
DGT690273	3190750	1/31/2004 OXIDE DELIVERY SYSTEM
DGT690277	3190751	1/31/2004 INSULATOR DETECTION SYSTEM - MAINLINE
DGT690279	3190752	1/31/2004 INSULATOR DETECTION SYSTEM - MISC LINE
DGT600222	3190754	2/24/2004 #9 DR-3 ENCAPSULATION COLOLATION MACHINE
DGT690264	3190755	1/31/2004 AUTOMATIC INSULATOR INSERTER FOR SATURN BATTERY
DGT690266	3190756	1/31/2004 MACHINE TO INSTALL INSULATOR UNDER SIDE TERMINAL S
DGT690269	3190757	1/1/2004 HIGH RATE MACHINE BASE
DGT690270	3190758	1/31/2004 BITRODE VRL HIGH RATE
DGT690271	3190759	1/31/2004 BITRODE VRL HIGH RATE LOAD
DGT600217	3190800	2/24/2004 LOAD STATION & MAGAZINE FOR ROBOT LOAD
DGT600239	3190808	2/24/2004 CONVEYOR FOR DR-3
DGT600223	3191600	3/30/2004 #10 DR-3 ENCAPSULATION COLLATION MACHINE
DGT600237	3191601	3/30/2004 BATTERY CHARGE TABLE #4
DGT600236	3191602	3/30/2004 BATTERY CHARGE TABLE #3
DGT600235	3191610	3/30/2004 BATTERY CHARGE TABLE #2
DGT600234	3191618	3/30/2004 BATTERY CHARGE TABLE #1
DGT690258A	3192185	4/30/2004 CHARGE TABLE 24
DGT690259A	3192186	4/30/2004 CHARGE TABLE 25
DGT004779N05	3193545	1/1/2004 GENERAL SPENDING FOR MISC. PURCHASES - DESIGN, OUT
DGT012175N04	3193546	6/29/2004 UPGRADE FIRE LOOP AT PLANT
DGT690272	3193547	1/1/2004 HEATING SYSTEM FOR PLANT FOR 350000 CFM
DGT000254	3195184	9/16/2004 RECTIFIER CABINET
DGT000255	3195185	9/16/2004 RECTIFIER CABINET
DGT000256	3195186	9/16/2004 RECTIFIER CABINET
DGT000257	3195187	9/16/2004 RECTIFIER CABINET
DGT098361D03	3215010	11/30/2004 ADDL CHG(700 T MOLDING MACH)
DGT690104A	3215013	11/30/2004 007797 - DELPHI CAST-ON-STRAP M
DGT690295	3215132	12/1/2004 LASER DATE CODE
DGT690296	3215133	12/1/2004 TOP TERMINAL VISION SYSTEM 66 CELL
DGT690288	3220272	2/17/2005 48 HOUR STAND PROCESS LIFT TABLE EQUIPMENT
DGT690289	3220273	2/17/2005 48 HOUR STAND PROCESS SPOTFACE MACHINE
DGT690290	3220274	2/17/2005 48 HOUR STAND PROCESS TOPTIER MACHINE
DGT690297	3220275	2/17/2005 AFTERMARKET LINE AHERN-SOPER LABEL ERROR PROOF
DGT690298	3220276	2/17/2005 MAIN LINE AHERN-SOPER LABEL ERROR PROOF
DGT116709	3220311	1/1/2005 VRL #2
DGT1116710	3220312	1/1/2005 LASER DATE CODE #2

DGT690096A	3220661	3/14/2005 UPGRADE DELPHI SINGLE HEAD EF WELDER MACHINE
DGT690108A	3220663	3/2/2005 INTERMEDIATE COVER AIR CHECK MACHINE
DGT690121A	3220664	3/2/2005 LEAN COVER TO CASE HEAT SEAL MACHINE
DGT690301	3220665	3/2/2005 DR3 PLATE LIFTS
DGT690287	3220669	2/17/2005 48 HR STAND PROCESS STORAGE EQUIP
DGT690307	3222009	1/1/2005 INSTALL DATRONICS INKJET SYSTEM
DGT690043A	3222460	5/9/2005 PLATE STACKER EQUIPMENT UPGRADE
DGT690188A	3222463	5/9/2005 TOP POST ALIGNMENT EQUIPMENT UPGRADE
DGT690173A	3222466	5/9/2005 #1 DR2 ENCAPSULATOR/COALATOR
DGT690299	3223037	6/14/2005 New Xmet Underground Scrap Conveyor
DGT690285	3223038	6/14/2005 SODIUM SULFATE DISPENSING SYSTEM EQUIPMENT
DGW690314	3223256	7/19/2005 MAIN LINE INCLINED CONVEYOR
DGT690293	3223278	7/20/2005 AUTO INSULATOR INSERTION MACH - MAIN LINE
DGT690294	3223279	7/20/2005 AUTO INSULATOR INSERTION MACH-MISC LINE
DGT012161N01	3223280	7/20/2005 INSTALL BAFFLES IN FORMATION TABLES
DGT690310	3223281	7/20/2005 WIRE BRUSH STATION-HONDA/TOYOTA LINE
DGT690317	3223282	7/20/2005 VRL REJECT PRINTER FOR HONDA/TOYOTA LINE
DGT690309	3223283	7/20/2005 VCI APPLICATOR FOR HONDA/TOYOTA LINE
DGT105868D	3223831	1/30/1995 ICE MAKER
DGT690302	3223862	8/24/2005 ROBOTIC LOAD EQUIP FOR COS MACHINE
DGT690311	3223863	8/24/2005 CONTROLS FOR COS - DR3 PROJECT
DGT690286	3223958	8/26/2005 OXIDE REACTOR #5
DGT690324	3223959	8/26/2005 OXIDE REACTOR #6
DGT690292	3224765	9/29/2005 007651 - FORMATION TEMPERATURE MONITORING SYSTEM
DGT690305	3224771	9/29/2005 ROBOT GUARDING SYSTEM #1
DGT690325	3224775	9/29/2005 ROBOT GUARDING SYSTEM #2
DGT690326	3224776	9/29/2005 ROBOT GUARDING SYSTEM #3
DGT690327	3224777	9/29/2005 ROBOT GUARDING SYSTEM #4
DGT690328	3224778	9/29/2005 ROBOT GUARDING SYSTEM#5
DGT690329	3224779	9/29/2005 ROBOT GUARDING SYSTEM#6
DGT690318	3225240	10/17/2005 PACKOUT LEVELATOR FOR HONDA/TOYOTA LINE
DGT690323	3225241	10/17/2005 HONDA/TOYOTA FINISHING LINE MATL
DGT690303	3225242	10/17/2005 INSTALL FINAL COVER PLACER SYSTEM
DGT690315	3226228	11/29/2005 MISC LINE TUNNEL STRUCTURE
DGT690312	3226231	11/29/2005 CONTROLS FOR DR3 CONVEYORS
DGT690316	3226243	11/29/2005 MISC LINE DR3 CONVEYOR
DGT690304	3226254	11/29/2005 GROUP CONVEYOR SYSTEM DR3'S TO ROBOTS - MAIN LINE
DGT690330	3226402	11/29/2005 OSHAWA VRL SCRAP SAW
DGT690331	3226403	11/29/2005 OSHAWA BITRODE UNIT
DGT690332	3226404	11/29/2005 OSHAWA HONDA BANDER SYSTEM-SURPLUS
DGT690308	3226436	12/19/2005 DR#3 CAMCO UNIT 1 OF 3
DGT690334	3226437	12/19/2005 DR#3 CAMCO UNIT 2 OF 3
DGT690335	3226438	12/19/2005 DR#3 CAMCO UNIT 3 OF 3
DGT690333	3227473	1/1/2006 OSHAWA INSPECTION VISION SYSTEM
DGT690322	3227475	1/1/2006 A BRADLEY CONTROLS FOR XMET LINE #4-MTL
DGT105866D	5000713	10/1/1994 GM TKS INFORMATION CENTER
DGT105866D01	5000714	1/1/1995 TRAILING CHARGES TO TAG #105866D

See Exhibit 1.21 for Real Property address

EXHIBIT 1.1(vi)
EXCLUDED RAW MATERIALS

Excluded raw materials Inventory includes the following parts numbers:

Raw Materials	Part Number
PURE LEAD (red +)	9599001
ALUMINUM (white +)	9692001
CALCIUM	9680001
3% ANT LEAD	9595001
100 % TIN	9681001
Polypropylene	9528001
HOT MELT-1213	9521001
DR4 EXPANDER	9672025
DR25 EXPANDER	19060890
POS GMX T/T BUSHING	19062042
NEG GMX T/T BUSHING	19062043
POS T/T BUSHING	10457694
NEG T/T BUSHING	10457695
HI-TEMP SIDE TERM	19057272
LEAD RING	19057273
CHROMA COLOR	9515001
RUBBER O-RING SEAL	19057274
4.6 CRYSTEX PAPER	9661046
3.5 CRYSTEX PAPER	9661035
4.1 CRYSTEX PAPER	9661041
3.75 CRYSTEX PAPER	19060891
LEXAN STRIP	9574002
660 SEPARATOR	10457660
658 SEPARATOR	10457658
196 SEPARATOR	19065196
889 SEPARATOR	19060889
DYNEL FIBER	9502001
SODIUM	9448001
TERMINAL SHEILDS	10496263
WAFER INSULATOR	10454924
INSULATOR ROLL	19065509
FLAME ARRESTORS	1892323
10" Interm Cover -	10472239
9" Interm Cvr	10472230
9" Interm Cvr	10472231
9" Interm Cvr	10472233
9" Interm Cvr	10472235

9" Interm Cvr	10472236
9" Interm Cvr	10472229
10" Interm Cover -	10472241
10" Interm Cover -	10472240
10" Interm Cover -	10472243
10" Interm Cover -	10472245
10" Interm Cover -	10472238

EXHIBIT 1.11

Raw Materials (direct materials) included in the Acquired Assets

Raw Materials	Part Number	STP Qty	UM	Unit	Minimum Inventory
ACID	9402001	45,000	LB	1 Tank	860,000
HYDROMETERS 1124	10491124	1,400	Pcs	Box	5
HYDROMETERS 5478	10495478	1,400	Pcs	Box	5
HYDROMETERS 2595	10492595	1,400	Pcs	Box	5
HYDROMETERS 8954	10498954	1,400	Pcs	Box	5
HYDROMETERS 8957	10498957	1,400	Pcs	Box	5
HYDROMETERS 7495	19057495	1,400	Pcs	Box	5
SLIPSHEETS-	39"X45"	300	Pcs	1 Pallet	8
SLIPSHEETS-	42"X48"	300	Pcs	1 Pallet	5
HONEYCOMB-	37"x44"x1.5	29	Pcs	1 Pallet	16
HONEYCOMB-	42"x44"x1	45	Pcs	1 Pallet	6
13" SHRINKWRAP	10457753	1,368	LB	1 Pallet	3
12" SHRINKWRAP	10453144	1,404	LB	1 Pallet	3
11" SHRINKWRAP	10457752	1,053	LB	1 Pallet	1
10" HANDLE	10457298	5,640	Pcs	1 Pallet	3
9" HANDLE	10457299	5,640	Pcs	1 Pallet	3
8" HANDLE	10457297	5,640	Pcs	1 Pallet	1
NEG SIDE TERMINAL CAP	10467094	4,280	Pcs	Crate	10
POS SIDE TERMINAL CAP	10489952	4,280	Pcs	Crate	10
TOP TERMINAL CAP	10471203	2,000	Pcs	Crate	12
TOP TERMINAL CAP	10471204	2,000	Pcs	Crate	12
TERMINAL ADAPTORS	10469296	1,080	Pcs	Box	3
HOT MELT-1246	9462001	31	LB	Box	2
083 FOAM BLOCK	275083	2,310	Pcs	1 Pallet	2
313 CARTON	10468313	1,000	Pcs	1 Pallet	1
325 CARTON	10468325	1,200	Pcs	1 Pallet	1
327 CARTON	10468327	1,000	Pcs	1 Pallet	1
073 CARTON	10474073	1,000	Pcs	1 Pallet	1
072 CARTON	10474072	1,000	Pcs	1 Pallet	1
561 CARTON	10489561	1,000	Pcs	1 Pallet	1
AC DELCO PLACARD	10457751	4,000	Pcs	Box	8
BU DELPHI PLACARD	10450883	4,000	Pcs	Box	2
GMX Interm Cvr	19063666	1320	Pcs	Pallet	6
GMX Final Cvr	19063668	4224	Pcs	Pallet	2

EXHIBIT 1.13

IUE CONSENT

**IUE-CWA - DELPHI
MEMORANDUM OF AGREEMENT
REGARDING THE SALE OF
DELPHI NEW BRUNSWICK OPERATIONS AND
SPECIAL ATTRITION PROGRAM**

MEMORANDUM OF AGREEMENT entered into this **25th day of May, 2006** between **Delphi Corporation ("Delphi")** and the **International Union, IUE-CWA and IUE-CWA Local 416** (collectively the "**IUE-CWA**" or the "**Union**").

WHEREAS, effective August 1, 2006, Delphi seeks to sell its New Brunswick, New Jersey Operations to **Johnson Controls, Inc. ("JCI")** as an ongoing business consistent with the terms of this Memorandum of Agreement; and

WHEREAS, pursuant to the "Sale of Business" letter attached to the 2003 IUE-CWA-Delphi National Agreement as Document 7, JCI is required to assume the applicable terms of the 2003 IUE-CWA-Delphi National Agreement and to otherwise assume the Local Agreements with respect to New Brunswick; and

WHEREAS, it is the intent of the parties and the purpose of this Memorandum to establish a Special Attrition Program for all but 100 employees of the New Brunswick bargaining unit identified in accordance with seniority and plant staffing requirements and to transfer to JCI approximately 100 of the current Delphi bargaining unit members at the established New Brunswick Tier III rate and JCI benefit level. Therefore, the parties agree as follows:

1. The IUE-CWA agrees that:

A. Document 63 of the 2003 IUE-CWA-Delphi National Agreement is waived as to the sale of the New Brunswick Operations to JCI pursuant to the "New Brunswick Put and Call Agreement" between Delphi and JCI dated June 30, 2005;

B. JCI is not required to assume any contractual neutrality obligations collectively bargained by Delphi and the IUE-CWA; and

C. The International Union, IUE-CWA and Local 416 will continue to discuss Local Agreement modifications aimed at obtaining agreement on wage, benefits and work practices comparable to JCI's existing IUE-CWA bargaining agreements at JCI's St. Joseph, Missouri and Geneva, Illinois sites.

2. Delphi and the IUE-CWA agree on the following Special Attrition Program for all New Brunswick employees on active or on leave status with more than one year of seniority as of 8/1/06 and those employees in protected status assigned to the New Brunswick Operations who, except as to option 2.E. below, are participants in the Delphi Hourly-Rate Employees Pension Plan ("**Delphi HRP**"). Such employee may select one of the options set forth in clauses A through E below, as applicable to such employee:

A. If eligible to retire as of 8/1/06, retire as follows:

(i) \$35,000, less applicable withholdings, for normal or early voluntary retirement (85 points 30 and out, 60 years old with 10 years or more years of credited service) retroactive to October 1, 2005; or

(ii) 50 & 10 Mutually Satisfactory Retirement (MSR).

B. Any employee with at least 27 and less than 30 years of credited service regardless of age will be eligible for special voluntary placement in a pre-retirement program under the following terms:

(i) Employees electing this pre-retirement program must be eligible no later than August 1, 2006.

(ii) Employees will retire without additional incentives when they first accrue 30 years of credited service under the provisions of the Delphi HRP.

(iii) The gross monthly wages while in the program will be:

(a) 29 years credited service \$2,900

(b) 28 years credited service \$2,850

(c) 27 years credited service \$2,800

Wages, without COLA and vacation entitlement, will be paid weekly on an hourly basis (2,080 hours per year) and will remain at that rate until 30 years of credited service is accrued.

(iv) Within ten (10) business days after the first date on which any employees are eligible to receive wage payments in accordance with Paragraph 2.B(iii) above, Delphi will establish a segregated payment account (the "Account") in an amount sufficient to fund the wage payments (the "Ceiling Amount"). The funds in the Account will be available to reimburse Delphi for the payment of weekly wage payments (which will be paid through Delphi's normal payroll process) under Paragraph 2.B(iii) above or for direct wage payments to employees entitled to receive such payments, as described in this Paragraph.

(a) Delphi shall not draw funds from the Account for purposes of this Paragraph until a date (the "Permitted Draw Down Date"), which shall be the later of the Final Election Date or the Adequate Funding Date (see definitions below). Prior to the Permitted Draw Down Date, payments to satisfy the obligations to employee participants pursuant to this Paragraph will be drawn from Delphi's available cash.

(b) If, on the Permitted Draw Down Date, the Anticipated Liability is less than the Ceiling Amount, Delphi shall be permitted to draw such funds out of the Account so that the balance remaining in the Account is equal to the Anticipated Liability.

The Final Election Date shall be the first of the month following the last day on which employees at New Brunswick can make an election to participate in the pre-retirement program described in Paragraph 2.B., or sooner if determined by the IUE-CWA-Delphi National Parties.

The Adequate Funding Date shall be the date on which the Ceiling Amount is greater than or equal to the Anticipated Liability.

The Anticipated Liability shall be an amount, calculated after the Final Election Date, sufficient to pay all of the remaining liabilities under Paragraph 2.B(iii) for all employees who have elected to participate in such program for the full remaining duration of such program. The Anticipated Liability shall be calculated based on the number of eligible employees, the remaining duration of the wage payments, and the applicable pay rates.

(c) The funds in the Account shall be available to satisfy the obligations of this Paragraph and for no other purpose. The Bankruptcy Court order approving this Agreement shall specifically provide that under no circumstances (including but not limited to conversion of Delphi's Chapter 11 cases to Chapter 7 proceedings) shall the assets in the Account be available to satisfy the claims of any party other than the employees. This Agreement is, in its entirety, contingent on entry of an order, which, to the satisfaction of the IUE-CWA and Delphi National Parties provides the protections described in this Paragraph.

C. For current employees who are participants in the Delphi HRP, a buyout of \$140,000 (with ten or more years of seniority) or a buy out of \$70,000 (with less than ten years of seniority), less applicable withholdings, to sever all ties with Delphi, except vested pension benefits. Also, the employees electing this option are eligible for up to \$2,100 per year pursuant to the terms of the Individual Upward Educational Plan for an additional two years beginning 8/1/06 and ending 7/31/08.

D. For current employees who are participants in the Delphi HRP, elect to remain on the active roll for one year and receive one year of health care (at a total cost to Delphi of up to \$15,000 depending on type of enrollee contract), and a weekly payment of \$2,403.84 (assuming \$15,000 enrollee contract), less withholdings, for one year (with ten or more years of seniority) or a weekly payment of \$1,057.69, less withholdings, for one year (with less than ten years of seniority) and sever all ties with Delphi, except vested pension benefits, if any, at the conclusion of the year. Also, the employees electing this option are eligible for up to \$2,100 per year pursuant to the terms of the Individual Upward Educational Plan for an additional two years beginning 8/1/06 and ending 7/31/08.

E. For competitive rate employees, who are not participants in the Delphi HRP, percentage buyout prorated against \$140,000 (with ten or more years of seniority), or against \$70,000 (with less than ten years of seniority but more than one year of seniority) less applicable withholdings, to sever all ties with Delphi. In each case, the buyout is calculated based upon the participant's competitive wage rate as a percentage of the maximum traditional wage rate for the participant's classification.

F. All participants in options A through F will be required to sign a release of all claims, except Workers Compensation claims.

3. New Brunswick employees, except those on a leave of absence, who have not selected, or who are not eligible to participate in one of the options identified above, are eligible for transfer, with seniority, to JCI effective 8/1/2006, at the

established New Brunswick Tier III rate and with JCI Benefit Plans coverages. The offer of employment with JCI will sever all ties to Delphi, except for current vested benefits, if any. Traditional wage rate employees accepting such transfer will receive a \$50,000 buy down (intended to represent an offset to a timed wage and benefit reduction) to the Tier III wage and the existing JCI benefit levels. Such employees transferred to JCI will be required to sign a release of all claims, except Workers Compensation, as a condition for receiving the \$50,000 buy down amount. Employees on a leave of absence, who do not participate in the Special Attrition Program, will be eligible for transfer to JCI upon the conclusion of their leave.

4. It is understood by all parties that JCI will employ approximately one hundred employees at the Tier III wage and JCI benefit levels. In the instance of excess employee participation in the Special Attrition Program, the lowest seniority employees will be retained for transfer to JCI and will not be permitted to participate in this Special Attrition Program, even if previously eligible, thereby providing JCI with a workforce of 100 employees. In the instance of insufficient participation in the Special Attrition Program, the 100 highest remaining seniority employees will transfer to JCI with eligibility for the \$50,000 buy down, if applicable, with the remaining lower seniority employees being separated from Delphi, thereby providing JCI with a workforce of 100 employees. The terms of the Delphi-IUE-CWA Agreements and the ESCOP 2000 Agreement in effect at the time of this Memorandum will apply to all such Tier III employees, unless specifically modified by this Memorandum, and until an Agreement is reached between the IUE -CWA and JCI. JCI is not assuming Delphi's benefit plans and will provide its own retirement benefits to employees who accept employment at New Brunswick, in accordance with the terms of the ESCOP 2000 Agreement.

5. Delphi and the IUE-CWA agree to the following:

A. Delphi will use temporary employees as needed to bridge any difficulties arising from the implementation of the Special Attrition Program;

B. Delphi and the IUE-CWA may agree to use separated employees as contract personnel on a case by case basis as needed to bridge any difficulties arising from the implementation of the Special Attrition Program; and

C. If during the remaining course of Delphi's bankruptcy, materially different Special Attrition Program financial incentives are negotiated between Delphi and the IUE -CWA for the option selected by the employee, it is understood that the employee will not be advantaged or disadvantaged.


6. The parties acknowledge that Delphi's participation in this Agreement is subject to (i) the approval of the U.S. Bankruptcy Court, which approval Delphi will seek at the next scheduled omnibus hearing; and (ii) the Closing of the sale of the New Brunswick Operations to JCI. In the event the Bankruptcy Court does not allow such participation, or the Closing does not occur, Delphi and the IUE-CWA will have no obligations hereunder.


7. A. The parties further agree that this Agreement is without prejudice to any party-in-interest in all other aspects of Delphi's Chapter 11 cases, including by illustration, all collective bargaining matters involving the parties, in any proceedings under Sections 1113 and/or 1114 of the Bankruptcy Code with respect to the IUE-CWA, in any pension termination proceeding under ERISA and/or the Bankruptcy Code, and all claims administration and allowance matters.

B. Nothing in this Agreement, the Bankruptcy Court's approval of this Agreement, or the performance of any obligations hereunder shall limit or otherwise modify: (i) Delphi's rights under Section 4041 of ERISA; or (ii) Delphi's rights under Section 1113 and/or 1114 of the Bankruptcy Code with regard to any obligations which pre-existed this Agreement (including pre-existing obligations referenced within this Agreement), such as (by way of illustration only) the obligation to maintain the hourly pension plan or provide retirees or active employees (including employees/retirees participating in the attrition programs contained in this Agreement) with levels of healthcare or other benefits as specified in pre-existing labor agreements.

C. Nothing contained herein, the Bankruptcy Court's approval of this Agreement, or the performance of any obligations hereunder shall constitute an assumption of any agreement described herein, including, without limitation any collective bargaining agreement between the IUE-CWA and Delphi, nor shall anything herein, the Bankruptcy Court's approval of this Agreement, or the performance of any obligations hereunder, be deemed to create or give rise to an administrative or priority claim or convert a prepetition claim into a postpetition claim or an administrative expense with respect to any party.


Delphi Corporation


International Union, IUE-CWA


Delphi Corporation


International Union, IUE-CWA

Date: 5/26/06

Date: 5-26-06

EXHIBIT 1.21

REAL PROPERTY

U.S: 760 Jersey Avenue
New Brunswick, New Jersey 08903
United States

EXHIBIT 1.22

SALE APPROVAL ORDER

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
: In re : Chapter 11
: :
: DELPHI CORPORATION, et al., : Case No. 05-44481 (RDD)
: :
: Debtors. : (Jointly Administered)
: :
-----X

ORDER UNDER 11 U.S.C. § 363(b) AND FED. R. BANKR. P. 2002 AND 6004 AUTHORIZING AND APPROVING DEBTORS' ENTRY INTO TRANSFER AGREEMENT WITH JOHNSON CONTROLS, INC. PROVIDING FOR (A) SALE OF ACQUIRED ASSETS FREE AND CLEAR OF LIENS, CLAIMS, AND ENCUMBRANCES (B) CONTINUATION AND TRANSITION OF SUPPLY TO JOHNSON CONTROLS, INC. OF BATTERY PRODUCTS OUT OF FITZGERALD FACILITY AND (C) IMPLEMENTATION OF ATTRITION PLAN WITH RESPECT TO NEW BRUNSWICK FACILITY IN ACCORDANCE WITH IUE-CWA MEMORANDUM

("NEW BRUNSWICK TRANSFER ORDER")

Upon the motion, dated May 26, 2006 (the "Motion"), of Delphi Corporation and certain of its subsidiaries and affiliates, debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), for an order (the "Order") pursuant to 11 U.S.C. § 363(b) and Fed. R. Bankr. P. 2002 and 6004 authorizing and approving the Debtors' entry into the Transfer Agreement dated May 26, 2006 by and between Delphi Automotive Systems LLC, a Debtor in these cases, and Johnson Controls, Inc. ("JCI"), a copy of which is attached hereto as Exhibit 1 (together, with the exhibits and schedules attached thereto, the "Transfer Agreement"), providing for (a) sale of certain assets (the "Acquired Assets") of the Debtors' battery manufacturing facility in New Brunswick, New Jersey (the "New Brunswick Facility") free and clear of liens, claims, and encumbrances (the "Sale"), (b) the continuation and transition of supply to JCI of battery products out of the Debtors' manufacturing facility in Fitzgerald, Georgia (the "Fitzgerald Facility"), and (c) implementation of an attrition plan with respect to the New Brunswick facility;

and upon the record of the hearing held on the Motion; and this Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and after due deliberation thereon; and good and sufficient cause appearing therefor, it is hereby
FOUND AND DETERMINED THAT:¹

A. The court has jurisdiction over the Motion and the transactions contemplated by the Transfer Agreement pursuant to 28 U.S.C. §§ 157 and 1334, and this matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A) and (N). Venue of these cases and the Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

B. The statutory predicates for the relief sought in the Motion are sections 363 of 11 U.S.C. §§ 101-1330, as amended (the "Bankruptcy Code"), and Fed. R. Bankr. P. 2002 and 6004.

C. As evidenced by the affidavits of service previously filed with the Court, and based on the representations of counsel at the hearing on the Motion (the "Hearing"), (i) proper, timely, adequate and sufficient notice of the Motion, the Hearing and the sale of the Acquired Assets (as defined in the Transfer Agreement) has been provided in accordance with 11 U.S.C. §§ 102(l) and 363 and Fed. R. Bankr. P. 2002 and 6004, (ii) such notice was good and sufficient, and appropriate under the particular circumstances, and (iii) no other or further notice of the Motion, the Hearing, or the Sale is or shall be required.

¹ Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact when appropriate. See Fed. R. Bankr. P. 7052.

D. Each applicable Debtor (i) has full corporate power and authority to execute the Transfer Agreement and all other documents contemplated thereby, and the transfer and conveyance of the Acquired Assets by the Debtors has been duly and validly authorized by all necessary corporate action of each of the Debtors, (ii) has all of the corporate power and authority necessary to consummate the transactions contemplated by the Transfer Agreement, and (iii) has taken all corporate action necessary to authorize and approve the Transfer Agreement and the consummation by such Debtor of the transactions contemplated thereby, and no consents or approvals, other than those expressly provided for in the Transfer Agreement, are required for each applicable Debtor to consummate such transactions.

E. Approval of the Transfer Agreement and consummation of the Sale at this time are in the best interests of the Debtors, their creditors, their estates, and other parties in interest.

F. The Debtors have demonstrated good, sufficient, and sound business purpose and justification in that, among other things, the Debtors and their advisors diligently and in good faith analyzed all other available options in connection with the disposition of the Acquired Assets and determined that the terms and conditions set forth in the Transfer Agreement, and the transfer to JCI of the Acquired Assets pursuant thereto, represent a fair and reasonable purchase price and constitute the highest and best value obtainable for the Acquired Assets. A sale of the Acquired Assets at this time to JCI pursuant to 11 U.S.C. § 363(b) is the most favorable alternative to minimize the Debtors' losses attributable to the Acquired Assets, and maximizes the Debtors' estates for the benefits of all constituencies. Delaying approval of the Sale might result in JCI's termination of the Transfer Agreement and may result in an

alternative outcome that will achieve less value and cause greater losses for the Debtors, their estates, and their creditors.

G. The Debtors have demonstrated good, sufficient, and sound business purpose and justification regarding the continuation and ultimate transition to JCI of the supply of battery products out of the Fitzgerald Facility pursuant to the Transfer Agreement.

H. The Debtors have demonstrated good, sufficient, and sound business purpose and justification in that, among other things, the Debtors and their advisors diligently and in good faith analyzed the terms and conditions of the IUE-CWA Memorandum (as defined below) and determined that the terms and conditions thereof and in particular the terms and conditions of the IUE-CWA New Brunswick Attrition Plan (as defined below) set forth in the IUE-CWA Memorandum is an appropriate plan under the circumstances and is in the best interests of the Debtors, their estates, and their creditors.

I. A reasonable opportunity to object or be heard with respect to the Motion and the relief requested therein has been afforded to all interested persons and entities, including: (i) the Office of the United States Trustee for the Southern District of New York, (ii) all entities known to have asserted any lien, claim, interest, or encumbrance in or upon the Acquired Assets, including but not limited to environmental, employee, and product liability claims, (iii) all federal, state, and local regulatory or taxing authorities or recording offices, including but not limited environmental regulatory authorities, which have a reasonably known interest in the relief requested by the Motion, (iv) all entities known to have an interest in a transaction with respect to the Acquired Assets during the past six months, (v) the United States Attorney's office, (vi) the United States Department of Justice, (vii) the Securities and Exchange Commission, (viii) the Internal Revenue Service, (ix) all entities on the Master Service List (as defined by the

Supplemental Order Under 11 U.S.C. §§ 102(1) And 105 And Fed. R. Bankr. P. 2002(M), 9006, 9007, And 9014 Establishing Omnibus Hearing Dates And Certain Notice, Case Management, And Administrative Procedures (Docket No. 2883) (the "Supplemental Case Management Order")) and such other entities that are required to be served with notices under the Supplemental Case Management Order, (x) counsel for JCI, (xi) counsel for the Official Committee of Unsecured Creditors appointed in these chapter 11 cases, and (xii) counsel for the Official Committee of Equity Security Holders appointed in these chapter 11 cases.

J. JCI is not an "insider" of any of the Debtors, as that term is defined in 11 U.S.C. § 101(31).

K. The Transfer Agreement was negotiated, proposed, and entered into by the Debtors and JCI without collusion, in good faith, and from arm's-length bargaining positions. Neither the Debtors nor JCI have engaged in any conduct that would cause or permit the Transfer Agreement to be avoided under 11 U.S.C. § 363(n).

L. JCI is a good faith purchaser under 11 U.S.C. § 363(m) and, as such, is entitled to all of the protections afforded thereby.

M. The consideration provided by JCI for the Acquired Assets pursuant to the Transfer Agreement (i) is fair and reasonable, (ii) is the highest and best offer for the Acquired Assets, (iii) will provide a greater recovery for the Debtors' creditors than would be provided by any other practical available alternative, and (iv) constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession, or the District of Columbia.

N. The transfer of the Acquired Assets to JCI will be a legal, valid, and effective transfer of the Acquired Assets, and, except as expressly permitted or otherwise specifically provided for in the Transfer Agreement or this Order, will vest JCI with all right, title, and interest of the Debtors to the Acquired Assets free and clear of all liens, claims, and encumbrances, including, but not limited to those (A) that purport to give to any party a right or option to effect any forfeiture, modification, right of first refusal, or termination of the Debtors' or JCI's interest in the Acquired Assets, or any similar rights, (B) relating to taxes arising under or out of, in connection with, or in any way relating to the operation of the Debtors' battery business prior to the transfer of the Acquired Assets to JCI, and (C) mortgages, restrictions, hypothecations, charges, indentures, loan agreements, instruments, leases, licenses, options, deeds of trust, security interests, conditional sale or other title retention agreements, pledges, liens (including, without limitation, mechanics', materialmen's, and other consensual and non-consensual liens and statutory liens), judgments, demands, encumbrances, rights of first refusal, offsets, contracts, recoupment, rights of recovery, claims for reimbursement, contribution, indemnity, exoneration, products liability, alter-ego, environmental, or tax, decrees of any Court or foreign or domestic governmental entity, or charges of any kind or nature, if any, including, but not limited to, any restriction on the use, transfer, receipt of income, or other exercise of any attributes of ownership, debts arising in any way in connection with any agreements, acts, or failures to act, of any of the Debtors or any of the Debtors' predecessors or affiliates, claims (as that term is defined in the Bankruptcy Code), reclamation claims, obligations, liabilities, demands, guaranties, options, rights, contractual or other commitments, restrictions, interests and matters of any kind and nature, whether known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or

unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, whether arising prior to or subsequent to the commencement of these bankruptcy cases, and whether imposed by agreement, understanding, law, equity or otherwise, including claims otherwise arising under doctrines of successor liability (the items and concepts listed in (A), (B), and (C) above, collectively, the "Interests or Claims").

O. If the Sale of the Acquired Assets were not free and clear of all Interests or Claims as set forth in the Transfer Agreement and this Order, or if JCI would, or in the future could, be liable for any of the Interests or Claims as set forth in the Transfer Agreement and this Order, JCI would not have entered into the Transfer Agreement and would not consummate the Sale or the transactions contemplated by the Transfer Agreement, thus adversely affecting the Debtors, their estates, and their creditors.

P. The Debtors may sell their interests in the Acquired Assets free and clear of all Interests or Claims because, in each case, one or more of the standards set forth in 11 U.S.C. § 363(f)(1)-(5) has been satisfied. All holders of Interests or Claims who did not object, or withdrew their objections to the Sale, are deemed to have consented to the Sale, pursuant to 11 U.S.C. § 363(f)(2). Those holders of Interests or Claims who did object fall within one or more of the other subsections of 11 U.S.C. § 363(f) and are adequately protected by having their Interests or Claims, if any, attach to the cash proceeds of the Sale ultimately attributable to the property against or in which they claim an Interest or Claim.

Q. The Debtors are authorized to sell, transfer, convey or assign to JCI, all of the Debtors' right, title, and interest (including common law rights) to all of their intangible

property included in the Acquired Assets to the broadest extent permitted by law and the terms of the Transfer Agreement.

R. Approval of the Transfer Agreement and consummation of the Sale of the Acquired Assets at this time are in the best interests of the Debtors, their creditors, their estates and other parties in interest.

S. The liabilities being assumed by JCI under the Transfer Agreement, including but not limited to those liabilities set forth on Exhibit 3.6H (Environmental Matters) and Exhibit 4.1 (Employee Matters) to the Transfer Agreement, are an integral part of the Acquired Assets being purchased by JCI and, accordingly, such assumption is reasonable, enhances the value of the Debtors' estates, and does not constitute unfair discrimination.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND
DECREED THAT:

General Provisions

1. The Motion is GRANTED.

Approval Of The Transfer Agreement

2. Pursuant to 11 U.S.C. § 363(b), the Transfer Agreement, and all of the terms and conditions thereof, are hereby approved.

3. Pursuant to 11 U.S.C. § 363(b), the Debtors are authorized to perform their obligations under the Transfer Agreement and comply with the terms thereof and consummate the Sale in accordance with and subject to the terms and conditions of the Transfer Agreement.

4. Each of the signatories to the Transfer Agreement is directed to take all actions necessary or appropriate to effectuate the terms of this Order with respect to the Sale.

5. The Debtors are authorized and directed to execute and deliver, and empowered to perform under, consummate, and implement, the Transfer Agreement, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Transfer Agreement, and to take all further actions as may be requested by JCI for the purpose of assigning, transferring, granting, conveying, and conferring to JCI or reducing to possession, the Acquired Assets, or as may be necessary or appropriate to the performance of the obligations as contemplated by the Transfer Agreement.

6. This Order and the Transfer Agreement shall be binding in all respects upon all creditors (whether known or unknown) of any Debtor, JCI, all successors and assigns of JCI, the Debtors and their affiliates and subsidiaries, and any subsequent trustees appointed in the Debtors' chapter 11 cases or upon a conversion to chapter 7 under the Bankruptcy Code and shall not be subject to rejection. To the extent any provision of this Order is inconsistent with the terms of the Transfer Agreement, this Order shall govern.

7. The Transfer Agreement and any related agreements, documents, or other instruments may be modified, amended, or supplemented by the parties thereto in accordance with the terms thereof without further order of the Court; provided that any such modification, amendment, or supplement is not material.

Sale And Transfer Of The Acquired Assets

8. Except as expressly permitted or otherwise specifically provided for in the Transfer Agreement or this Order, pursuant to 11 U.S.C. §§ 363(b) and 363(f), upon the

consummation of the Transfer Agreement, the Acquired Assets shall be transferred to JCI free and clear of all Interests or Claims, with all such Interests or Claims to attach to the cash proceeds of the Sale in the order of their priority, with the same validity, force and effect which they now have as against the Acquired Assets, subject to any claims and defenses the Debtors may possess with respect thereto. Following the date of the completion of the transfer of the New Brunswick Facility to JCI under the Transfer Agreement (the "Completion Date"), no holder of any Interests or Claims in the Acquired Assets shall interfere with JCI's use and enjoyment of the Acquired Assets based on or related to such Interests or Claims, or any actions that the Debtors may take in their chapter 11 cases and no person shall take any action to prevent, interfere with or otherwise enjoin consummation of the transactions contemplated in or by the Transfer Agreement or this Order.

9. Except as expressly provided in the Transfer Agreement or this Order, other than the liabilities assumed under the Transfer Agreement, including but not limited to those liabilities set forth on Exhibit 3.6H (Environmental Matters) and Exhibit 4.1 (Employee Matters) to the Transfer Agreement, the sale, transfer, assignment, and delivery of the Acquired Assets pursuant to the Transfer Agreement shall not be subject to any Interests or Claims, and Interests or Claims of any kind or nature whatsoever shall attach only to the net proceeds of the Sale in their order of priority. All persons and entities, including, but not limited to, all debt security holders, equity security holders, governmental, tax, and regulatory authorities, lenders, trade and other creditors, holding Interests or Claims arising in any way in connection with any acts, or failure to act, of the Debtors or the Debtors' predecessors or affiliates, claims (as that term is defined in section 101(5) of the Bankruptcy Code), obligations, demands, or guaranties of any kind and nature against or in the Debtors or the Acquired Assets (whether legal or equitable,

secured or unsecured, matured or unmatured, contingent or noncontingent, senior or subordinated), arising under or out of, in connection with, or in any way relating to the Debtors, the Acquired Assets, the operation of the Debtors' battery business prior to the Completion Date, or the transfer of the Acquired Assets to JCI, hereby are, and will be, forever barred, estopped, and permanently enjoined from asserting, prosecuting, or otherwise pursuing such Interests or Claims of any kind or nature whatsoever against JCI, its successors or assigns, their property, or any designee, such persons' or entities' Interests or Claims. Following the Completion Date, no holder of an Interest or Claim (other than holders of liabilities assumed under the Transfer Agreement, including but not limited to those liabilities set forth on Exhibit 3.6H (Environmental Matters) and Exhibit 4.1 (Employee Matters) to the Transfer Agreement, on account of such liabilities only) against the Debtors shall interfere with JCI's title to or use and enjoyment of the Acquired Assets based on or related to such Interests or Claims and all such Interests or Claims, if any, shall be and hereby are channeled, transferred and attached solely and exclusively to the proceeds of the Sale in their order of priority.

10. Except as expressly provided in the Transfer Agreement or this Order, the transfer of the Acquired Assets to JCI pursuant to the Transfer Agreement does not require any consents other than as specifically provided for in the Transfer Agreement and constitutes a legal, valid, and effective transfer of the Acquired Assets, and shall vest JCI with all right, title, and interest of the Debtors in and to the Acquired Assets free and clear of all Interests or Claims of any kind or nature whatsoever (except for the liabilities assumed under the Transfer Agreement, including but not limited to those liabilities set forth on Exhibit 3.6H (Environmental Matters) and Exhibit 4.1 (Employee Matters) to the Transfer Agreement).

11. If any person or entity that has filed financing statements, mortgages, mechanic's liens, lis pendens, or other documents or agreements evidencing Interests or Claims against or in the Acquired Assets shall not have delivered the foregoing to the Debtors prior to the Completion Date, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfactions, releases of all Interests or Claims that the person or entity has with respect to the Acquired Assets, or otherwise, then (a) the Debtors are hereby authorized to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to the Acquired Assets and (b) JCI is hereby authorized to file, register or otherwise record a certified copy of this Order, which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all Interests or Claims in the Acquired Assets of any kind or nature whatsoever.

12. This Order (a) shall be effective as a determination that, on the Completion Date, all Interests or Claims of any kind or nature whatsoever existing as to the Debtors or the Acquired Assets prior to the Completion Date have been unconditionally released, discharged, and terminated (other than any surviving obligations), and that the conveyances described herein have been effected and (b) shall be binding upon and shall govern the acts of all entities including without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the Acquired Assets.

13. Except as otherwise expressly provided in the Transfer Agreement, no person or entity, including, without limitation, any federal, state or local governmental agency, department or instrumentality, shall assert by suit or otherwise against JCI or its successors in interest any claim that they had, have or may have against the Debtors, or any liability, debt, or obligation relating to or arising from the Acquired Assets, or the Debtors' operation of the Business or use of the Acquired Assets, including, without limitation, any liabilities calculable by reference to the Debtors or their assets or operations, and all persons and entities are hereby enjoined from asserting against JCI in any way any such claims, liabilities, debts or obligations.

14. Except as expressly provided in the Transfer Agreement or this Order, JCI is not assuming nor shall it in any way whatsoever be liable or responsible, as a successor or otherwise, for any liabilities, debts, commitments, or obligations (whether known or unknown, disclosed or undisclosed, absolute, contingent, inchoate, fixed, or otherwise) of the Debtors or any liabilities, debts, commitments, or obligations in any way whatsoever relating to or arising from the Acquired Assets or the Debtors' operation of their business or use of the Acquired Assets on or prior to the Completion Date or any such liabilities, debts, commitments, or obligations that in any way whatsoever relate to periods on or prior to the Completion Date or are to be observed, paid, discharged, or performed on or prior to the Completion Date (in each case, including any liabilities that result from, relate to or arise out of tort or other product liability claims), or any liabilities calculable by reference to the Debtor or their assets or operations, or relating to continuing conditions existing on or prior to the Completion Date, which liabilities, debts, commitments, and obligations are hereby extinguished insofar as they may give rise to successor liability, without regard to whether the claimant asserting any such liabilities, debts, commitments, or obligations has delivered to JCI a release thereof. Without

limiting the generality of the foregoing, except as expressly provided in the Transfer Agreement or this Order, JCI shall not be liable or responsible, as a successor or otherwise, for the Debtors' liabilities, debts, commitments, or obligations, whether calculable by reference to the Debtors, arising on or prior to the Completion Date and under or in connection with (i) any employment or labor agreements (including, without limitation, the payment of wages, bonuses, severance pay, benefits (including, without limitation, contributions or payments on account of any underfunding with respect to any and all pension plans) or any other payment to employees of Debtors while such individuals were employed by the Debtors), consulting agreements, severance arrangements, change-in-control agreements, or other similar agreement to which any Debtor is a party, (ii) any pension, welfare, compensation, or other employee benefit plans, agreements, practices, and programs, including, without limitation, any pension plan of the Debtors (including, without limitation, retention, benefit and/or incentive plan to which any Debtors are a party and relating to the battery business (including, without limitation, arising from or related to the rejection or other termination of any such agreement)), (iii) the cessation of the Debtors' operations, dismissal of employees, or termination of employment or labor agreements or pension, welfare, compensation, or other employee benefit plans, agreements, practices, and programs, obligations that might otherwise arise from or pursuant to the Employee Retirement Income Security Act of 1974, as amended, the Fair Labor Standard Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination and Employment Act of 1967, the Federal Rehabilitation Act of 1973, the National Labor Relations Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, COBRA, or the Worker Adjustment and Retraining Notification Act, (iv) workers' compensation, occupational disease, or unemployment or temporary disability insurance claims, (v) environmental liabilities, debts, claims, or obligations arising from

conditions first existing on or prior to Completion Date (including, without limitation, the presence of hazardous, toxic, polluting, or contaminating substances or wastes), which may be asserted on any basis, including, without limitation, under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., (vi) any bulk sales or similar law, (vii) any liabilities, debts, commitments, or obligations of, or required to be paid by, the Debtors for any Taxes of any kind for any period, (viii) any liabilities, debts, commitments, or obligations for any Taxes relating to the business of the Debtors or the Acquired Assets for or applicable to the period prior to the Completion Date, (ix) any litigation relating to the Acquired Assets for or applicable to the period prior to the Completion Date, and (x) any products liability or similar claims, whether pursuant to any state or any federal laws or otherwise, relating to the Acquired Assets for or applicable to the period prior to the Completion Date. JCI shall in no way be deemed a party to or assignee of any such agreement set forth in (i), (ii), and (iii) above, and no employee of JCI shall be deemed in any way covered by or a party to any such agreement, and all parties to any such agreement are hereby enjoined from asserting against JCI any and all claims arising from or relating to such agreement. Any and all notices, if any, required to be given to the Debtors' employees pursuant to the Workers Adjustment and Retraining Notification Act, or any similar federal or state law, shall be the sole responsibility and obligation of the Debtors and JCI shall have no responsibility or liability therefore.

15. Upon the completion of the transactions contemplated by the Transfer Agreement, JCI shall not be deemed to (i) be the successor of the Debtors, (ii) have, de facto, or otherwise, merged with or into the Debtors, (iii) be a mere continuation or substantial continuation of the Debtors or the enterprise(s) of the Debtors, or (iv) be liable for any acts or omissions of the Debtors in the conduct of the Debtors' business.

Continuation And Transition Of Supply Out Of Fitzgerald

16. The Debtors are hereby authorized to (a) continue manufacturing and supplying JCI with battery products manufactured at the Fitzgerald Facility in accordance with JCI's diminishing supply requirements and (b) to transition production of battery products manufactured at the Fitzgerald Facility to other JCI facilities.

17. The Debtors and JCI are each directed to take all actions necessary or appropriate to effectuate the terms of this Order with respect to the supply and transition of battery products from the Fitzgerald Facility.

IUE-CWA Consent And IUE-CWA New Brunswick Attrition Plan

18. The Debtors are hereby authorized to enter into the agreement by and among Delphi Corporation, the International Union, IUE-CWA and IUE-CWA Local 416 (collectively the "IUE-CWA") attached to the Transfer Agreement as Exhibit 1.13 thereto (the "IUE-CWA Memorandum") and to implement the terms of such IUE-CWA Memorandum, including without limitation (i) that certain attrition plan between Delphi and the IUE-CWA (the "IUE-CWA New Brunswick Attrition Plan") with respect to the New Brunswick Facility and (ii) that certain consent to the waiver of that certain no-sale clause and neutrality obligations (the "IUE-CWA Consent").

19. Each of the signatories to the IUE-CWA Memorandum is directed to take all actions necessary or appropriate to effectuate the terms of this Order with respect to the IUE-CWA Consent and the IUE-CWA New Brunswick Attrition Plan and the terms of the IUE-CWA Consent and the IUE-CWA New Brunswick Attrition Plan, including, without limitation, any

and all actions necessary or appropriate to its implementation of and performance under the IUE-CWA Consent and the IUE-CWA New Brunswick Attrition Plan.

Additional Provisions

20. The consideration provided by JCI for the Acquired Assets under the Transfer Agreement is hereby deemed to constitute reasonably equivalent value and fair consideration under the Bankruptcy Code, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act, and under the laws of the United States, and any state, territory, possession, or the District of Columbia.

21. On the Completion Date, this Order shall be construed and shall constitute for any and all purposes a full and complete general assignment, conveyance, and transfer of all of the Acquired Assets or a bill of sale transferring good and marketable title in such Acquired Assets to JCI on pursuant to the terms of the Transfer Agreement.

22. Except as otherwise provided in the Transfer Agreement, on the Completion Date, each of the Debtors' creditors is authorized and directed to execute such documents and take all other actions as may be necessary to release their respective Interests or Claims against the Acquired Assets, if any, as may have been recorded or may otherwise exist.

23. Each and every federal, state, and governmental agency or department, and any other person or entity, is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Transfer Agreement.

24. All entities who are currently, or as of the Completion Date may be, in possession of some or all of the Acquired Assets to be sold, transferred, or conveyed pursuant to

the Transfer Agreement are hereby directed to surrender possession of the Acquired Assets to JCI on the Completion Date.

25. The transactions contemplated by the Transfer Agreement are undertaken by JCI in good faith, as that term is used in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the sale of the Acquired Assets shall not affect the validity of the Sale to JCI, unless such authorization is duly stayed pending such appeal. JCI is a purchaser in good faith of the Acquired Assets, and is entitled to all of the protections afforded by section 363(m) of the Bankruptcy Code.

26. The consideration paid by JCI in the Sale for the Acquired Assets under the Transfer Agreement is fair and reasonable, and may not be avoided or otherwise challenged under 11 U.S.C. § 363(n).

27. The Debtors, including but not limited to their respective officers, employees, and agents, are hereby authorized to execute such documents and do such acts as are necessary or desirable to carry out the transactions contemplated by the terms and conditions of the Transfer Agreement and this Order. The Debtors shall be, and they hereby are, authorized to take all such actions as may be necessary to effectuate the terms of this Order.

28. The terms and provisions of the Transfer Agreement and this Order shall be binding in all respects upon, and shall inure to the benefit of, the Debtors, their estates, and their creditors, JCI, and its respective affiliates, successors, and assigns, and any affected third parties, including, but not limited to, all persons asserting an Interest or Claim in the Acquired Assets to be sold to JCI pursuant to the Transfer Agreement, notwithstanding any subsequent appointment of any trustee(s), party, entity, or other fiduciary under any section of any chapter of

the Bankruptcy Code, as to which trustee(s), party, entity, or other fiduciary such terms and provisions likewise shall be binding.

29. Notwithstanding anything contained herein to the contrary, the term "Acquired Assets" as defined herein does not include property that is not property of the Debtors' estates, such as funds that are trust funds under any applicable state lien laws.

30. To the extent permitted by section 525 of the Bankruptcy Code, no governmental unit may revoke or suspend any permit or license relating to the operation of the Acquired Assets sold, transferred, or conveyed to JCI on account of the filing or pendency of these chapter 11 cases or the consummation of the Sale.

31. The failure specifically to include or to reference any particular provision of the Transfer Agreement in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Transfer Agreement be authorized and approved in their entirety.

32. The Transfer Agreement and any related agreements, documents, or other instruments may be modified, amended, or supplemented by the parties thereto in accordance with the terms thereof without further order of the Court; provided that any such modification, amendment, or supplement does not have a material adverse effect on the Debtors' estates.

33. The provisions of this Order are nonseverable and mutually dependent.

34. Nothing in this Order shall alter or amend the Transfer Agreement and the obligations of the Debtors and JCI thereunder.

35. This Court retains jurisdiction to enforce and implement the terms and provisions of the Transfer Agreement, all amendments thereto, any waivers and consents

thereunder, and of each of the agreements executed in connection therewith in all respects, including, but not limited to, retaining jurisdiction to (a) compel delivery of the Acquired Assets to JCI, (b) compel delivery of the purchase price, reimbursement of costs under the IUE-CWA New Brunswick Attrition Plan, or performance of other obligations owed to the Debtors pursuant to the Transfer Agreement, (c) resolve any disputes arising under or related to the Transfer Agreement, except as otherwise provided therein, (d) interpret, implement, and enforce the provisions of this Order, and (e) protect JCI against any Interests or Claims against the Debtors or the Acquired Assets, of any kind or nature whatsoever, attaching to the proceeds of the Sale.

36. Notwithstanding Rule 6004(g) of the Federal Rules of Bankruptcy Procedure or any other Bankruptcy Rule, this Order shall take effect immediately upon its entry.

37. The requirement under Rule 9013-1(b) of the Local Bankruptcy Rules for the United States Bankruptcy Court for the Southern District of New York for the service and filing of a separate memorandum of law is deemed satisfied by the Motion.

Dated: New York, New York
June ___, 2006

UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1.23

SELLER'S KNOWLEDGE

GENERAL:

Ron Pogue

EMPLOYEES:

Charu Manocha

EXHIBIT 2.2A

BILL OF SALE

BY THIS BILL OF SALE made on _____, **200**_ by _____, a Delaware _____ ("**Seller**"), for good and valuable consideration paid by _____, a _____ corporation ("**Buyer**"), receipt and sufficiency of which consideration are acknowledged by Seller, pursuant to the terms and provisions of that certain Transfer Agreement dated _____, **2006** between Buyer and Seller (the "**Agreement**"), Seller does bargain, grant, sell, convey, assign, transfer and deliver to Buyer and its successors and assigns, all right, title and interest of Seller in and to the Personal Property and Inventory (as those terms are defined in the Agreement) listed on Attachment A hereto.

Notwithstanding the foregoing, the provisions of this Bill of Sale are subject, in all respects, to the terms and conditions of the Agreement and all the representations and warranties, covenants and agreements contained therein, all of which shall survive the execution and delivery of this Bill of Sale as provided in the Agreement.

By: _____
Name:
Title:

ATTACHMENT A TO BILL OF SALE

Exhibit 3.6.H

ENVIRONMENTAL MATTERS

1. DEFINITIONS:

1.1 “Business” has the same meaning as given in the Transfer Agreement.

1.2 “Buyer” has the same meaning as given in the Transfer Agreement.

1.3 “Completion Date” has the same meaning as given in the Transfer Agreement.

1.4 “Competent Authority” means a person, agency, department or subdivision thereof having governmental authority under an applicable Environmental Law, and/or a court or tribunal of competent jurisdiction.

1.5 “Compliance Matter” means an event, condition, activity, practice, action or omission at the Real Property which gives rise to a breach or violation of an Environmental Law, but which excludes Environmental Contamination.

1.6 “Environment” means any and all organisms (including humans), biota, ecosystems, land, natural resources, property, air, soil gas, water, groundwater, human beings, and buildings, fixtures and installations.

1.7 “Environmental Claim” means a notice, claim, demand, action, suit, complaint or proceeding by a Competent Authority or a Third Party alleging liability or potential liability arising out of an Environmental Law.

1.8 “Environmental Contamination” means the presence of a Hazardous Material at, in, under, on or about the Environment at the Real Property.

1.9 “Environmental Damages” means losses, liabilities, costs, damages fines, penalties and expenses (including reasonable expenses of investigation and attorneys’ fees) arising out of an Environmental Law, but in all cases excluding losses, liabilities, costs, damages and expenses deemed consequential or loss of profit, and also excluding expenses of investigating information for the purposes of making a claim for indemnification under this Exhibit.

1.10 “Environmental Law” means, solely for those in force and effect as at the Closing date in the relevant jurisdiction, all applicable civil, criminal, administrative and any other federal, state, county and local (including common law) laws, rules, ordinances, orders, codes, guidance, directives, Environmental Permits (or lack thereof), approvals, decisions, decrees, remediation standards and regulations relating to or having the purpose or effect of the prevention of pollution or harm to the Environment or human health.

1.11 "Environmental Permits" means all licenses, consents, permits, registrations, approvals or authorizations made or issued by a Competent Authority under an Environmental Law in connection with the Business or the Real Property.

1.12 "Hazardous Material" means all matter (whether alone or in combination with other matter, and whether solid, liquid, gas or other state) which is a pollutant, contaminant, chemical, material, substance, constituent, or waste including without limitation petroleum, petroleum-based or petroleum-derived products, polychlorinated biphenyls, asbestos and asbestos-containing materials, and noxious, radioactive, flammable, corrosive, caustic materials, all of which are governed or regulated under an Environmental Law.

1.13 "New Brunswick Real Property" means the Real Property as defined in the Transfer Agreement.

1.14 "Post-Closing Compliance Matter" means a Compliance Matter first occurring after the Completion Date.

1.15 "Post-Closing Environmental Contamination" means Environmental Contamination first occurring after the Completion Date.

1.16 "Post-Closing Off-Site Disposal Liability" means liability for a Hazardous Material generated at the New Brunswick Real Property and disposed at a disposal site not at the New Brunswick Real Property, after the Completion Date, under an applicable Environmental Law.

1.17 "Pre-Closing Compliance Matter" means a Compliance Matter first occurring at prior to the Completion Date.

1.18 "Pre-Closing Environmental Contamination" means Environmental Contamination first occurring prior to the Completion Date.

1.19 "Pre-Closing Off-Site Disposal Liability" means liability for a Hazardous Material generated at the New Brunswick Real Property and disposed at a disposal site not at the New Brunswick Real Property, prior to the Completion Date, under an applicable Environmental Law.

1.20 "Remedial Works" means the works, designs, investigations and activities carried out by a Party in relation to Environmental Contamination, but excluding expenses of investigating information for the purposes of making a claim for indemnification under this Exhibit.

1.21 "Remedy" has the meaning given to it in Section 4 of this Exhibit.

1.22 "Seller" has the same meaning as given in the Transfer Agreement.

1.23 "Third Party" means any person not a Party or a Competent Authority.

2. INDEMNIFICATIONS OF SELLER AND PURCHASER:

2.1 Subject to the provisions of this Exhibit, and solely with respect to the New Brunswick Real Property, the Seller shall indemnify the Buyer for Environmental Damages arising from Pre-Closing Environmental Contamination, Pre-Closing Compliance Matters or Pre-Closing Off-Site Liability.

2.2 Subject to the provisions of this Exhibit, and solely with respect to the New Brunswick Real Property, the Buyer shall indemnify the Seller for Environmental Damages arising from Post-Closing Environmental Contamination, Post-Closing Off-Site Liability or Post-Closing Compliance Matters.

2.3 Subject to the provisions of this Agreement, for those Environmental Damages arising from circumstances that may be considered both (i) Pre-Closing Environmental Contamination and Post-Closing Environmental Contamination, (ii) Pre-Closing Compliance Matters and Post-Closing Compliance Matters, or (iii) Pre-Closing Off-Site Liability and Post-Closing Off-Site Liability, such Environmental Damages shall be allocated between the Parties in proportion to the extent that such Environmental Damages arose pre- or post-Completion Date, and each Party shall indemnify the other for its share as determined by such allocation.

3. LIMITATIONS ON LIABILITY. Neither Party shall be liable under this Agreement for Environmental Damages:

3.1 In the case of Environmental Claims arising from Pre-Closing Compliance Matters or Post-Closing Compliance Matters (as the case may be), unless written notice of such claim has been served on the non-claiming Party on or before eighteen (18) months following the Completion Date;

3.2 In the case of Environmental Claims arising from a Pre-Closing Environmental Contamination, except for Remedial Works pursuant to clause 4.1 of this Exhibit, or Post-Closing Environmental Contamination (as the case may be), unless written notice of such claim has been served on the non-claiming Party on or before seven (7) years following the Completion Date. Remedial Works under clause 4.1 of this Exhibit shall be governed by the applicable statute of limitations under ISRA (as defined in clause 4.1 of this Exhibit).

3.3 Except for Remedial Works under clause 4.1 of this Exhibit (for which Seller is solely responsible), subject to clauses 3.1 and 3.2 of this Exhibit, no Party will be liable to the other under this Exhibit unless and until the aggregate amount of all Environmental Claims each of which exceeds the amount set forth in this clause 3.3 and which are determined to be payable by the Party on which the claim is made exceeds \$500,000, and in such event the paying Party is liable solely for the amounts exceeding \$500,000. For all purposes under this Article 3 and Section 7.1 of the Agreement, the Deductible Amount with respect to environmental claims shall be (i) the \$500,000 amount referred to in this clause 3.3, less (ii) any amounts that may have been incurred by the relevant claiming party under environmental matters agreements entered into in connection with the sale of any of Seller's global battery operations to Buyer in 2005. The Cap Amount is as set forth Section 7.1.

3.4 In the case of Environmental Damages arising from Pre-Closing Environmental Contamination, unless the claiming Party discovers the facts and circumstances giving rise to such claim solely in connection with an investigation

required by an applicable Environmental Law, an order by a Competent Authority, a final judgment of a claim by a Third Party, or settlement of a claim by a Third Party to which the non-claiming Party has agreed (such agreement not to be unreasonably withheld).

3.5 Where Buyer uses the New Brunswick Real Property for a use other than an industrial use, or seeks to or changes the zoning or land use classification of the New Brunswick Real Property to a classification more sensitive than the industrial classification;

3.6 Where, subject to clause 3.7 below, and insofar as the Parties agree to treat this Agreement and all information gathered, known or obtained as a result of the sale and purchase of the Business or performing any obligation or exercising any right under this Exhibit as confidential, for any Environmental Damages claims to the extent that such claim would not have arisen or was increased or made more costly as a result of the claiming Party or any of its respective employees, agents or contractors volunteering or disclosing information to any Competent Authority or Third Party without the prior written consent of the non-claiming Party;

3.7 The following shall not be deemed to be or to have been volunteering or disclosing of information for the purpose of this clause 3.7:

(i) Where the disclosure is required by any law (including any Environmental Law),

(ii) Where the disclosure is specifically and formally required by any securities exchange or regulatory or other Competent Authority to which either Party is subject or submits wherever situated,

(iii) Where the information is clearly in the public domain through no fault of the claiming Party, or

(iv) Where the non-claiming Party has given prior written approval to the disclosure;

3.8 To the extent the claiming Party did not take reasonable steps to avoid or mitigate any Environmental Damages, acting in a reasonable and cost-effective manner; in the case of an emergency, where a Party takes any action to avoid or mitigate any Environmental Damages, (a) it shall for the avoidance of doubt not be in breach of this Agreement and shall not be precluded from recovering its Environmental Damages provided that the claiming Party notifies the other Party of such circumstances as soon as reasonably practicable and provided that such actions or steps are the minimum necessary to avert the emergency; and (b) the reasonable costs and expenses of all steps taken pursuant to the duty to mitigate contained in this clause 3.8 shall be deemed to be Environmental Damages.

3.9 Notwithstanding anything to the contrary in Section 7.1 of this Agreement, the Deductible Amount with respect to environmental claims shall be \$500,000 less any amounts that may have been incurred by the relevant claiming party under environmental matters agreements entered into in connection with the sale of any of Seller's global battery operations to Buyer in 2005. The Cap Amount is as set forth Section 7.1. Subject to clauses 3.1 and 3.2 of this Agreement, set forth in Subject to

clauses 4.1, 4.2 and 4.3 of this Agreement, unless and until the aggregate amount of all Environmental Claims each of which exceeds the amount set forth in clause 4.4 of this Agreement and which are determined to be payable by the Party on which the claim is made exceeds \$500,000, and in such event the paying Party is liable solely for the amounts exceeding \$500,000; provided, however, that with respect to Pre-Closing Compliance Matters and Pre-Closing Environmental Contamination referred to in Paragraph 2.2 for which Seller has warranted that it will effect the Remedy with respect to such Pre-Closing Compliance Matters and Pre-Closing Environmental Contamination, Seller shall pay all amounts necessary to effect the Remedy of such issues, which amounts shall not be included in determining when the aggregate amount of claims exceed \$500,000.

4. REMEDICATION OF ENVIRONMENTAL DAMAGE:

4.1 Seller shall file such papers, and conduct such investigation and remediation as required by the New Jersey Department of Environmental Protection (“**NJDEP**”) to satisfy the requirements of the State of New Jersey’s Industrial Site Recovery Act, N.J.S.A. 13.1K-6 *et seq.*, and regulations promulgated thereto, N.J.A.C. Title 7, Chapter 26B (collectively “**ISRA**”), as ISRA is in effect as of the date of the Put Completion Date, as follows: As soon as the Parties mutually agree that it is substantially certain that the third party consent needed prior to any exercise of the Put Option or Call Option will be obtained, Seller shall, pursuant to the requirements of ISRA, promptly prepare and submit to NJDEP a General Information Notice. Thereafter, with reasonable diligence, Seller shall, pursuant to ISRA, continue to undertake the activities and to submit the required documentation to NJDEP necessary to complete its responsibilities under ISRA, according to any schedule approved by NJDEP and consistent with NJDEP requirements. In all cases, Seller shall have the right at its sole discretion to seek reasonable extensions of the schedules approved by NJDEP where site conditions warrant. Where the State of New Jersey requires any consent agreement into which Seller, the State of New Jersey and Buyer must enter pursuant to ISRA, Buyer shall sign such consent agreement. Any such consent agreement shall be consistent with a remedial action for industrial property.

4.2 Where an Environmental Damage arises out of Environmental Contamination, the non-claiming Party shall be responsible for Remedial Works or the redressing of a Compliance Matter (“**Remedy**”) to no less but no more than the minimum standards or levels of Environmental Laws; such Remedial Works may be determined using risk assessment and related risk evaluation methods.

4.3 The non-claiming Party shall, where a Remedy is required pursuant to this Agreement, have conduct of such Remedy.

4.4 The conduct of a Remedy shall be as follows:

- A. The non-claiming Party shall prepare appropriate work plans or scopes of work to satisfactorily undertake and complete the Remedy under this Agreement; such Party will provide the other Party with an opportunity to review and comment on such work plans or scopes of work, which comments the non-claiming Party may elect to

adopt where such comments do not increase any cost or liability of the Remedy;

B. The non-claiming Party shall, at its sole discretion, either:

(i) Determine to and obtain approval of the Remedy by the appropriate Competent Authority prior to implementation of the Remedy; when requested, the claiming Party shall cooperate with the non-claiming Party in any communications with the appropriate Competent Authority; after the non-claiming Party has obtained such approval, such Party shall provide notice of such approval to the claiming Party; or

(ii) Determine to implement the Remedy without first seeking approval from the appropriate Competent Authority; the non-claiming Party shall provide notice to the claiming Party of such determination at the time the non-claiming Party provides the claiming Party with the work plan or scope of work set forth in clause 4.4A of this Exhibit;

C. Where the Seller is the non-claiming Party, Seller will take all reasonable steps to avoid interfering with Buyer's operation of the Business or use of the Real Property, and Buyer will reasonably cooperate with Seller including providing access to the New Brunswick Real Property and the use of utilities in the conduct of the Remedy;

D. Where applicable the non-claiming Party shall provide copies of all relevant correspondence sent to and received from a Competent Authority, and keep the claiming Party reasonably apprised of the progress of the conduct of the Remedy; and

E. The conduct of the Remedy shall be deemed complete when, as the case may be:

(i) The non-claiming Party has received approval regarding the Remedy by an applicable Competent Authority; or

(ii) Subject to clause 4.2 of this Exhibit, the Remedy meets applicable standards which an applicable Environmental Law allows.

5. TRANSFER OF PERMITS AND LICENSES. On and after the Closing Date, Seller and Buyer shall cooperate in taking all reasonable steps to effect the transfer or procure the re-issuance of any Environmental Permits necessary to operate the Business.

EXHIBIT 4.1

EMPLOYEE MATTERS

1. Definitions:

A. **"Buyer Employee Benefit Plans"** means Buyer's pension, thrift, savings, profit sharing, retirement, bonus, incentive, health, dental, death, accident, disability, stock purchase, stock option, stock appreciation, stock bonus, executive or deferred compensation, hospitalization, "parachute", severance, vacation, sick leave, fringe or welfare benefits, any employment or consulting Contracts, "golden parachutes", collective bargaining agreements, "employee benefit plans" (as defined in Section 3(3) of ERISA), employee manuals and written or binding oral statements of policies, practices or understandings relating to employment.

B. **"Competitive Package"** means the wages and benefits payable to new hire U.S. Hourly Employees at the New Brunswick Facility under the Delphi-IUE-CWA Local Agreement.

C. **"Delphi-IUE-CWA Local Agreement"** means the local collectively bargained agreements in effect at the New Brunswick Facility, including but not limited to, the memorandum of understanding ("**MOU**") entitled "ESCOP Hiring Plan – Full and Temporary Part-Time Employees" dated June 3, 1998 ("**ESCOP Hiring Plan**"), the November 13, 2003 Local Seniority Agreement, a collective bargaining agreement between Seller and IUE-CWA Local 416, any letter agreements, MOUs (including the ESCOP Hiring Plan), and all applicable employee benefit plans, in effect between Seller and the IUE-CWA applicable only to the U.S. Hourly Employees.

D. **"Delphi-IUE-CWA National Agreement"** means the nationally negotiated collective bargaining agreements, including any letter agreements, MOUs, supplemental agreements and all applicable employee benefit plans in effect between Seller and the IUE-CWA.

E. **"Employment Rights"** means all obligations arising out of, or relating to, the employment relationship between the relevant company and the relevant employees, including, without limitation, payment of wages and salaries, employee benefits, taxes, vacation pay, sick leave and severance pay and any claims under any Laws dealing with employment.

F. **"IUE-CWA"** means the IUE-CWA, the Industrial Division of the Communication Workers of America, AFL-CIO and CLC.

G. **"Seller Employee Benefit Plans"** means Seller's pension, thrift, savings, profit sharing, retirement, bonus, incentive, health, dental, death, accident, disability, stock purchase, stock option, stock appreciation, stock bonus, executive or deferred compensation, hospitalization, "parachute", severance, vacation, sick leave, fringe or welfare benefits, any employment or consulting Contracts, "golden parachutes", collective bargaining agreements, "employee benefit plans" (as defined in Section 3(3) of ERISA), employee manuals, and written or binding oral statements of policies, practices or understandings relating to employment.

H. **"Successor Clause"** means Document 7 appended to the Delphi-IUE-CWA National Agreement.

I. **"Transferred U.S. Hourly Employees"** means those hourly employees of Seller hired by Buyer pursuant to Section 3.A(ii) below.

J. **"U.S. Hourly Employees"** means the hourly employees represented by the IUE-CWA who are employed by Seller at the New Brunswick, New Jersey plant immediately prior to the Completion Date and identified on Schedule 3.A(i) to this Exhibit 4.1 to be provided to Buyer by Seller concurrently with the Put Exercise Notice or within ten (10) days after Seller's receipt of a Call Exercise Notice, as applicable.

K. **"U.S. Salaried Employees"** means the salaried employees and hourly non-union employees who are employed by Seller at the New Brunswick, New Jersey plant immediately prior to the Completion Date.

2. Pre-Completion Obligations of the Parties:

A. Prior to Completion, Seller will:

(i) Endeavor to obtain Bankruptcy Court approval of the attrition plan set forth in the IUE Consent (attached as Exhibit 1.13 of this Agreement) and, upon receipt of necessary approvals, to implement the attrition plan set forth in Exhibit 1.13 (the **"Attrition Plan"**) to reduce the number of U.S. Hourly Employees to approximately one hundred (100) U.S. Hourly Employees, in accordance with the terms of the IUE Consent [JCI to confirm the number as soon as possible after the date of this Agreement and no later than 5 days before Delphi commences the Attrition Plan]; and

(ii) Take the lead in negotiating a plant-specific agreement and waiver of the Successor Clause, with Buyer's involvement as the parties deem appropriate.

B. If waiver of the Successor Clause is obtained before the Completion Date:

(i) Buyer will take the lead in negotiating a collective bargaining agreement with the IUE-CWA exclusive to the U.S. Hourly Employees at the New Brunswick, New Jersey plant; and

(ii) Buyer will endeavor to obtain mutually agreed competitive work practices in a collective bargaining agreement, comparable to Buyer's existing IUE-CWA agreements at Buyer's St. Joseph, Missouri and Geneva, Illinois facilities.

C. If waiver of the Successor Clause is not obtained before the Completion Date:

(i) Until the Completion Date, Seller will endeavor to obtain mutually agreed competitive work practices in a collective bargaining agreement with the

IUE-CWA, comparable to Buyer's collective bargaining agreements with the IUE-CWA at Buyer's St. Joseph, Missouri and Geneva, Illinois facilities;

Subparagraphs 2.C(i) and 2.C(v) notwithstanding, to the extent that Buyer has not negotiated its own local agreement prior to Completion, as outlined in Section 2.C(i), Buyer will assume the terms and conditions of the Delphi-IUE-CWA National Agreement and Delphi-IUE-CWA Local Agreement applicable as of the Completion Date as they relate to the U.S. Hourly Employees, except that Seller has secured in the IUE Consent a waiver of the unpublished "Neutrality" letter in the Delphi-IUE-CWA National Agreement. Seller agrees that it is not Seller's intent to negotiate an agreement with the IUE-CWA after the effective date of this Agreement and prior to Completion that would impose additional material obligations or costs upon Buyer. To that end, and except as otherwise agreed by Buyer, Buyer will not assume terms and conditions relating to the following specified matters contained in any MOU, collective bargaining agreement or other agreement negotiated after the effective date of this Agreement which:

- a. Contains terms that would apply to or affect other facilities of Buyer;
 - b. Contains any additional job security provisions for new hires not set forth in the ESCOP Plan;
 - c. Introduces severance provisions that would make it impracticable to reduce the workforce;
 - d. Requires that Buyer assume any Seller Employee Benefit Plans or participate in any multi-employer plan; or
 - e. Guarantees specific levels of manning or requires that the New Brunswick Plant be operated in any specific way for any specific period of time
- (iii) In connection with the foregoing clause 2.C(ii), Buyer will act in good faith and will not act unreasonably in order to avoid taking the New Brunswick plant.
- (iv) Seller reaffirms its commitment to consult with Buyer's lead bargainer on an ongoing basis in the course of collective bargaining, Buyer's involvement to include option to be present on the premises, participate in specified briefing sessions, provide proposals to Seller, and the like. If in the course of such bargaining, matters which would significantly adversely impact New Brunswick plant competitiveness (compared year over year) arise, Buyer will not be obligated to assume related commitments without Buyer's consent, not to be unreasonably withheld.
- (v) Buyer will endeavor to obtain waiver of the Successor Clause and obtain competitive work practices in a collective bargaining agreement with the IUE-CWA, comparable to Buyer's existing collective bargaining agreements with the IUE-CWA at Buyer's St. Joseph, Missouri and Geneva, Illinois facilities; and
- (vi) Seller will obtain a waiver of, or otherwise remedy, any other materially significant document related to the Delphi-IUE-CWA National or Local Agreements, if any, that was not made available to Seller prior to July 1, 2005.

D. If a mutually agreeable collective bargaining agreement between the IUE-CWA and JCI is ratified before completion, then the terms of such agreement would

apply to the Transferred U.S. Hourly Employees rather than the terms of Delphi's agreements referred to in Section 2.C(ii) above. In the event of any conflict with the above terms of this Article 2 and the terms of the Memorandum of Agreement between Delphi and the IUE-CWA attached as Exhibit 1.13 to this Agreement (the "**Memorandum**"), the terms of the Memorandum will govern.

3. Obligations at Completion:

A. Buyer Obligations – U.S. Hourly Employees:

(i) Within five (5) days prior to Completion, Seller will identify in a Schedule 3.A(i) to this Exhibit 4.1, in accordance with the terms of the Attrition Plan and Section 2.A(i) of this Exhibit 4.1, all U.S. Hourly Employees who are employed as of the Completion Date, by name, social security number, date of hire, job code and current hourly rate. Seller and Buyer will confirm Schedule 3.A(i) of this Exhibit 4.1 as of the day prior to the Completion Date.

(ii) Effective on the Completion Date, Buyer will offer employment to all U.S. Hourly Employees identified on Schedule 3.A(i) to Exhibit 4.1. U.S. Hourly Employees who accept Buyer's offer of employment (by reporting to work or otherwise acknowledging acceptance) will be referred to as Transferred U.S. Hourly Employees:

a. U.S. Hourly Employees who are included in Schedule 3.A(i) and are not active as of the Completion Date due to disability, layoff, family medical leave or other approved leave of absence may elect to transfer to Buyer under the terms of the Attrition Plan, and will remain Seller's responsibility until any such U.S. Hourly Employee is ready to return to active employment in accordance with Seller's leave policies.

b. Upon such U.S. Hourly Employee's return to active status, Buyer will offer employment in accordance with Section 3.A(ii) above, and, provided such individual accepts Buyer's offer of employment, will be considered a Transferred U.S. Hourly Employee as of such date. In the event that a U.S. Hourly Employee is seeking to return to active employment from a medical-based leave, such individual's fitness for active employment must be approved by both Seller and Buyer provided such does not violate any applicable collective bargaining agreement.

c. If Seller and Buyer do not agree as to such individual's fitness for active employment, the issue will be submitted to an independent medical evaluator, whose determination will be final and binding on the parties. The cost of such independent medical evaluation will be shared equally by the parties.

(iii) Consistent with Buyer's obligations under Section 2.C(ii) above, unless Buyer is otherwise able to negotiate a new collective bargaining agreement with the IUE-CWA for the Transferred U.S. Hourly Employees, Buyer will provide the Transferred U.S. Hourly Employees with the same level of wages and benefits as required under the Delphi-IUE-CWA National Agreement and

Delphi-IUE-CWA Local Agreement, as applicable, in effect as of the Completion Date.

(iv) Buyer will assume and recognize the seniority status for all purposes of continued employment with Buyer.

(v) Buyer will recognize a Transferred U.S. Hourly Employee's pre-Completion credited service with Seller for eligibility and vesting purposes but not benefit accrual purposes with respect to any Buyer Employee Benefit Plans. However, in no case will credited service be recognized under this provision if such recognition will cause a duplication of compensation or benefits as between Seller and Buyer.

(vi) Transferred U.S. Hourly Employees' and their Beneficiaries' participation in and eligibility for benefits under the Buyer Employee Benefit Plans will commence as of the Completion Date.

(vii) To the extent allowed under applicable law, Transferred U.S. Hourly Employees who become eligible for a distribution of their account balances in the Delphi Personal Savings Plan will be permitted, at their discretion, to transfer such account balances to Buyer's defined contribution plan. The manner of such transfer will be a direct rollover.

(viii) Seller will retain responsibility to administer and all liability for labor grievances and arbitration proceedings (collectively the "**Grievances**") involving claims incurred prior to the Completion Date. For a period of ninety (90) days following the Completion Date, Buyer will notify Seller of any Grievances filed after the Completion Date which relate to claims incurred prior to the Completion Date. Buyer will be responsible to administer and bear all liability for Grievances involving claims incurred after the Completion Date. To the extent the administration or resolution of any Grievances require both the Buyer's and Seller's participation, the following apply:

a. Buyer and Seller will cooperate in the defense of the Grievances.

b. Buyer will not settle any Grievance without Seller's consent if such settlement will result in liability or obligation for Seller. Such consent will not be unreasonably withheld.

c. Seller will not settle any Grievance without Buyer's consent if such settlement will result in liability for Buyer. Such consent will not be unreasonably withheld.

d. If the seniority of a Transferred U.S. Hourly Employee is reinstated as a result of the disposition of a Grievance or a court or administrative order, Buyer will reinstate the Transferred U.S. Hourly Employee as if the Transferred U.S. Hourly Employee had been a Transferred U.S. Hourly Employee as of the Completion Date.

e. For Transferred U.S. Hourly Employees who have been continuously employed, back pay liability to the extent relating to an event, occurrence or cause of action arising prior to the Completion Date will be allocated to Seller. Liability relating to an event, occurrence or cause of action arising subsequent to the Completion Date will be allocated to Buyer, including but not limited to costs or other liability incurred by Seller as a result of loss of employment with Buyer, within one (1) year following Completion, by any Transferred U.S. Hourly Employee for any reason other than good cause relating to misconduct or performance under the applicable discipline procedure.

f. For U.S. Hourly Employees who become Transferred U.S. Hourly Employees because they are reinstated through the grievance procedure, back pay liability relating to periods prior to the Completion Date will be allocated to Seller. Liability relating to periods subsequent to the Completion Date will be allocated to Seller.

g. The parties will discuss treatment of Grievances involving unusual circumstances or events that continue before and after the Completion Date.

h. If either party withholds consent to a settlement or processing of a Grievance recommended by the other party or elects to continue to defend the Grievance, then such party will be liable for the portion of the back pay or other liability resulting from the ultimate disposition of such Grievance (or subsequent settlement) which is in excess of the liability that would have resulted from the settlement recommended and rejected.

(ix) Subject to Seller's obligations under Section 3.C(iv)a, liabilities, obligations, commitments, costs and expenses for workers' compensation benefits related to injuries or illnesses incurred by Transferred U.S. Hourly Employees after the Completion Date, will be the responsibility of Buyer.

(x) Buyer will not assume any Seller Employee Benefit Plans.

(xi) At Completion, Buyer will pay Seller \$12.5 million USD by wire transfer in accordance with wiring instructions to be provided by Seller before Completion, to reimburse Seller for costs incurred by Seller under the Attrition Plan, which costs would otherwise have been payable by Buyer under a predecessor agreement between the parties.

B. Buyer Obligations – U.S. Salaried Employees:

(i) Buyer will offer employment to all U.S. Salaried Employees, except as otherwise agreed by the parties prior to the time such offers have been made. Buyer's employment offers to U.S. Salaried Employees will include salary and benefit packages substantially comparable in the aggregate to those provided by Seller immediately prior to the Completion Date. Prior to tendering such offers, Buyer will provide Seller with information sufficient to satisfy Seller that such offers meet the "substantially comparable in the aggregate"

requirement. Seller's satisfaction that Buyer's offer meets this requirement may not be unreasonably withheld. Buyer will assume all Employment Rights relating to the U.S. Salaried Employees whom Buyer employs incurred on and after the date of hire. U.S. Salaried Employees whom Buyer hires will be subject to Buyer's policies and procedures, including any requirement that they execute agreements providing for the protection of Buyer's confidential information and adherence to Buyer's business conduct guidelines.

(ii) Buyer will recognize the length of service date and all credited service at Seller that the U.S. Salaried Employees whom Buyer hires accrued at Seller for purposes of vesting and eligibility (but not benefit accrual) under the Buyer Employee Benefit Plans.

C. Seller Obligations – U.S. Hourly Employees:

(i) Seller will remain responsible for all Employment Rights of the U.S. Hourly Employees incurred or vesting prior to the date when they become Transferred U.S. Hourly Employees, except as otherwise provided herein. In accordance with the terms of the Attrition Plan, all Transferred U.S. Hourly Employees will transfer at the established New Brunswick Tier III rate and benefits in accordance with applicable terms of the Delphi-IUE-CWA Local Agreement and the Delphi-IUE-CWA National Agreement in effect at Completion, or such other agreement as may be applicable under Section 2.D of this Exhibit 4.1.

(ii) Transferred U.S. Hourly Employees' and their Beneficiaries' participation in and eligibility for benefits under the Seller Employee Benefit Plans will cease as of the Completion Date. Notwithstanding the preceding sentence, the Seller Employee Benefit Plans will retain liability for all claims incurred by the Transferred U.S. Hourly Employees and their Beneficiaries on or prior to the Completion Date, including claims which are not submitted until after the Completion Date. A claim will be deemed incurred, as applicable:

a. On the date of the occurrence of death or dismemberment in the case of claims under life insurance and accidental death and dismemberment Seller Employee Benefit Plans;

b. On the date on which the service or treatment is provided in the case of claims under medical, hospital, dental and similar Seller Employee Benefit Plans; or

c. On the date following a Transferred U.S. Hourly Employee's last day worked on which a physician legally licensed to practice medicine certifies to total disability under the applicable disability Seller Employee Benefit Plans.

(iii) Regardless of the vesting date, Seller will pay to each Transferred U.S. Hourly Employee the amount of all accrued and unutilized vacation pay and any profit sharing due for the calendar year in which the Completion Date occurs on a pro-rata basis using the number of days worked by the Transferred U.S. Hourly Employees for Seller.

(iv) Seller will retain responsibility for:

a. All liabilities, obligations, commitments, costs and expenses for workers' compensation benefits related to injuries or illnesses incurred by Transferred U.S. Hourly Employees on or prior to the Completion Date and the pro rata portion, based on years of credited service with Seller compared with total years of credited service with Seller and Buyer, of liabilities, obligations, commitments, costs and expenses for workers' compensation benefits related to post-Completion Date exacerbation of pre-Completion Date injuries or illnesses; and

b. Claims of the Transferred U.S. Hourly Employees (or a dependent thereof who becomes a "qualified beneficiary" within the meaning of Section 4980B(g)(1) of the Internal Revenue Code) related to compliance with the requirements of continuation coverage under Section 4980B of the Internal Revenue Code or Section 601 of ERISA or as the result of any "qualifying event" within the meaning of Section 4980B(f)(3) of the Internal Revenue Code which occurs on or prior to the Completion Date.

4. Allocation of Liability; Indemnification; Cooperation:

A. Buyer's Obligations:

(i) In general, subject to other more specific provisions contained in this Agreement, Buyer will be responsible for and will bear all liability incurred after the Completion Date for Employment Rights of the Transferred U.S. Hourly Employees and U.S. Salaried Employees whom Buyer hires.

(ii) Buyer will defend, indemnify and hold harmless Seller, its past and present employees, agents, representatives, shareholders, officers, directors, affiliates and assigns and successors, from and against all claims, actions, damages, liabilities, causes of action, losses, costs and expenses (including attorney's fees and defense costs), relating to:

a. Any Employment Rights of any of the Transferred U.S. Hourly Employees, any U.S. Salaried Employees whom Buyer hires, and any person employed by Buyer after the Completion Date who is not a Transferred U.S. Hourly Employee or U.S. Salaried Employee, for any claims relating to or arising from events occurring after the Completion Date; and

b. Buyer's failure to comply with the terms of this Exhibit 4.1.

B. Seller's Obligations:

(i) In general, subject to other more specific provisions contained in this Agreement, Seller will be responsible for and will bear all liability incurred on or prior to the Completion Date for Employment Rights of the U.S. Hourly Employees and U.S. Salaried Employees.

(ii) Seller will defend, indemnify and hold harmless Buyer, its past and present employees, agents, representatives, shareholders, officers, directors, affiliates and assigns and successors, from and against all claims, actions, damages, liabilities, causes of action, losses, costs and expenses (including attorney's fees and defense costs), relating to:

a. Any Employment Rights of any of the Transferred U.S. Hourly Employees, or of any person employed by Seller prior to the Completion Date who is not a Transferred U.S. Hourly Employee, for any claims relating to or arising from events occurring on or prior to the transfer to Buyer;

b. Seller's failure to comply with the terms of this Exhibit 4.1; and

c. Any Employment Rights of U.S. Salaried Employees who do not accept Buyer's offer of employment; provided, however, that such offer complies with the "substantially comparable in the aggregate" requirement of Section 3.B(i).

C. Cooperation:

Seller and Buyer agree to provide each other with such records and information and otherwise cooperate as may be reasonably necessary or appropriate to carry out their respective obligations under this Exhibit 4.1.

Hearing Date and Time: June 16, 2006 at 10:00 a.m.
Objection Deadline: June 9, 2006 at 4:00 p.m.

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
333 West Wacker Drive, Suite 2100
Chicago, Illinois 60606
(312) 407-0700
John Wm. Butler, Jr. (JB 4711)
John K. Lyons (JL 4951)
Ron E. Meisler (RM 3026)

- and -

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
Four Times Square
New York, New York 10036
(212) 735-3000
Kayalyn A. Marafioti (KM 9632)
Thomas J. Matz (TM 5986)

Attorneys for Delphi Corporation, et al.,
Debtors and Debtors-in-Possession

Delphi Legal Information Hotline:
Toll Free: (800) 718-5305
International: (248) 813-2698

Delphi Legal Information Website:
<http://www.delphidocket.com>

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----	X	
	:	
In re	:	Chapter 11
	:	
DELPHI CORPORATION, <u>et al.</u> ,	:	Case No. 05-44481 (RDD)
	:	
Debtors.	:	(Jointly Administered)
	:	
-----	X	

NOTICE OF MOTION FOR ORDER UNDER 11 U.S.C. § 363(b) AND FED. R. BANKR. P. 2002 AND 6004 AUTHORIZING AND APPROVING DEBTORS' ENTRY INTO TRANSFER AGREEMENT WITH JOHNSON CONTROLS, INC. PROVIDING FOR (A) SALE OF ACQUIRED ASSETS FREE AND CLEAR OF LIENS, CLAIMS, AND ENCUMBRANCES, (B) CONTINUATION AND TRANSITION OF SUPPLY TO JOHNSON CONTROLS, INC. OF BATTERY PRODUCTS OUT OF FITZGERALD FACILITY, AND (C) IMPLEMENTATION OF ATTRITION PLAN WITH RESPECT TO NEW BRUNSWICK FACILITY IN ACCORDANCE WITH IUE-CWA MEMORANDUM

PLEASE TAKE NOTICE that on May 26, 2006, Delphi Corporation ("Delphi") and certain of its subsidiaries and affiliates, debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), filed a Motion For Order Under 11 U.S.C. § 363(B) And Fed. R. Bankr. P. 2002 And 6004 Authorizing And Approving Debtors' Entry Into Transfer Agreement With Johnson Controls, Inc. Providing For (A) Sale Of Acquired Assets Free And Clear Of Liens, Claims, And Encumbrances, (B) Continuation And Transition Of Supply To Johnson Controls, Inc. Of Battery Products Out Of Fitzgerald Facility, And (C) Implementation Of Attrition Plan With Respect To New Brunswick Facility In Accordance With IUE-CWA Memorandum (the "Motion").

PLEASE TAKE FURTHER NOTICE that a hearing to consider approval of the Motion will be held on June 16, 2006, at 10:00 a.m. (Prevailing Eastern Time) (the "Hearing") before the Honorable Robert D. Drain, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, Room 610, New York, New York 10004.

PLEASE TAKE FURTHER NOTICE that objections, if any, to the Motion must (a) be in writing, (b) conform to the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the Southern District of New York, and the Seventh Supplemental Order Under 11 U.S.C. §§ 102(1) And 105 And Fed. R. Bankr. P. 2002(m), 9006, 9007, And 9014 Establishing Omnibus Hearing Dates And Certain Notice, Case Management, And

Administrative Procedures, entered by this Court on May 19, 2006 (the "Seventh Supplemental Case Management Order") (Docket No. 3824), (c) be filed with the Bankruptcy Court in accordance with General Order M-242 (as amended) – registered users of the Bankruptcy Court's case filing system must file electronically, and all other parties-in-interest must file on a 3.5 inch disk (preferably in Portable Document Format (PDF), WordPerfect, or any other Windows-based word processing format), (d) be submitted in hard-copy form directly to the chambers of the Honorable Robert D. Drain, United States Bankruptcy Judge, and (e) be served upon (i) Delphi Corporation, 5725 Delphi Drive, Troy, Michigan 48098 (Att'n: General Counsel), (ii) counsel to the Debtors, Skadden, Arps, Slate, Meagher & Flom LLP, 333 West Wacker Drive, Suite 2100, Chicago, Illinois 60606 (Att'n: John Wm. Butler, Jr.), (iii) counsel for the agent under the Debtors' prepetition credit facility, Simpson Thacher & Bartlett LLP, 425 Lexington Avenue, New York, New York 10017 (Att'n: Kenneth S. Ziman), (iv) counsel for the agent under the postpetition credit facility, Davis Polk & Wardwell, 450 Lexington Avenue, New York, New York 10017 (Att'n: Donald Bernstein and Brian Resnick), (v) counsel for the Official Committee of Unsecured Creditors, Latham & Watkins LLP, 885 Third Avenue, New York, New York 10022 (Att'n: Robert J. Rosenberg and Mark A. Broude), (vi) counsel for the Official Committee of Equity Security Holders, Fried, Frank, Harris, Shriver & Jacobson LLP, One New York Plaza, New York, New York 10004 (Att'n: Bonnie Steingart), (vii) the Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, Suite 2100, New York, New York 10004 (Att'n: Alicia M. Leonhard), and (viii) counsel to Johnson Controls, Inc., Sachnoff & Weaver, 10 South Wacker Drive, 40th Floor, Chicago, Illinois 60606 (att'n: Stephan T. Bobo) in each case so as to be **received** no later than **4:00 p.m. (Prevailing Eastern Time) on June 9, 2006** (the "Objection Deadline").

PLEASE TAKE FURTHER NOTICE that to the extent that the Debtors identify and serve notice on entities after May 26, 2006, the Objection Deadline for such recipient shall be June 13, 2006.

PLEASE TAKE FURTHER NOTICE that only those objections made as set forth herein and in accordance with the Seventh Supplemental Case Management Order will be considered by the Bankruptcy Court at the Hearing. If no objections to the Motion are timely filed and served in accordance with the procedures set forth herein and in the Seventh Supplemental Case Management Order, the Bankruptcy Court may enter an order granting the Motion without further notice.

Dated: New York, New York
May 26, 2006

SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP

By: /s/ John Wm. Butler, Jr.
John Wm. Butler, Jr. (JB 4711)
John K. Lyons (JL 4951)
Ron E. Meisler (RM 3026)
333 West Wacker Drive, Suite 2100
Chicago, Illinois 60606
(312) 407-0700

- and -

By: /s/ Kayalyn A. Marafioti
Kayalyn A. Marafioti (KM 9632)
Thomas J. Matz (TM 5986)
Four Times Square
New York, New York 10036
(212) 735-3000

Attorneys for Delphi Corporation, et al.,
Debtors and Debtors-in-Possession

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
: In re : Chapter 11
: :
: DELPHI CORPORATION, et al., : Case No. 05-44481 (RDD)
: :
: Debtors. : (Jointly Administered)
: :
-----X

ORDER UNDER 11 U.S.C. § 363(b) AND FED. R. BANKR. P. 2002 AND 6004 AUTHORIZING AND APPROVING DEBTORS' ENTRY INTO TRANSFER AGREEMENT WITH JOHNSON CONTROLS, INC. PROVIDING FOR (A) SALE OF ACQUIRED ASSETS FREE AND CLEAR OF LIENS, CLAIMS, AND ENCUMBRANCES (B) CONTINUATION AND TRANSITION OF SUPPLY TO JOHNSON CONTROLS, INC. OF BATTERY PRODUCTS OUT OF FITZGERALD FACILITY AND (C) IMPLEMENTATION OF ATTRITION PLAN WITH RESPECT TO NEW BRUNSWICK FACILITY IN ACCORDANCE WITH IUE-CWA MEMORANDUM

("NEW BRUNSWICK TRANSFER ORDER")

Upon the motion, dated May 26, 2006 (the "Motion"), of Delphi Corporation and certain of its subsidiaries and affiliates, debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), for an order (the "Order") pursuant to 11 U.S.C. § 363(b) and Fed. R. Bankr. P. 2002 and 6004 authorizing and approving the Debtors' entry into the Transfer Agreement dated May 26, 2006 by and between Delphi Automotive Systems LLC, a Debtor in these cases, and Johnson Controls, Inc. ("JCI"), a copy of which is attached hereto as Exhibit 1 (together, with the exhibits and schedules attached thereto, the "Transfer Agreement"), providing for (a) sale of certain assets (the "Acquired Assets") of the Debtors' battery manufacturing facility in New Brunswick, New Jersey (the "New Brunswick Facility") free and clear of liens, claims, and encumbrances (the "Sale"), (b) the continuation and transition of supply to JCI of battery products out of the Debtors' manufacturing facility in Fitzgerald, Georgia (the "Fitzgerald Facility"), and (c) implementation of an attrition plan with respect to the New Brunswick facility;

and upon the record of the hearing held on the Motion; and this Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and after due deliberation thereon; and good and sufficient cause appearing therefor, it is hereby
FOUND AND DETERMINED THAT:¹

A. The court has jurisdiction over the Motion and the transactions contemplated by the Transfer Agreement pursuant to 28 U.S.C. §§ 157 and 1334, and this matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A) and (N). Venue of these cases and the Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

B. The statutory predicates for the relief sought in the Motion are sections 363 of 11 U.S.C. §§ 101-1330, as amended (the "Bankruptcy Code"), and Fed. R. Bankr. P. 2002 and 6004.

C. As evidenced by the affidavits of service previously filed with the Court, and based on the representations of counsel at the hearing on the Motion (the "Hearing"), (i) proper, timely, adequate and sufficient notice of the Motion, the Hearing and the sale of the Acquired Assets (as defined in the Transfer Agreement) has been provided in accordance with 11 U.S.C. §§ 102(l) and 363 and Fed. R. Bankr. P. 2002 and 6004, (ii) such notice was good and sufficient, and appropriate under the particular circumstances, and (iii) no other or further notice of the Motion, the Hearing, or the Sale is or shall be required.

¹ Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact when appropriate. See Fed. R. Bankr. P. 7052.

D. Each applicable Debtor (i) has full corporate power and authority to execute the Transfer Agreement and all other documents contemplated thereby, and the transfer and conveyance of the Acquired Assets by the Debtors has been duly and validly authorized by all necessary corporate action of each of the Debtors, (ii) has all of the corporate power and authority necessary to consummate the transactions contemplated by the Transfer Agreement, and (iii) has taken all corporate action necessary to authorize and approve the Transfer Agreement and the consummation by such Debtor of the transactions contemplated thereby, and no consents or approvals, other than those expressly provided for in the Transfer Agreement, are required for each applicable Debtor to consummate such transactions.

E. Approval of the Transfer Agreement and consummation of the Sale at this time are in the best interests of the Debtors, their creditors, their estates, and other parties in interest.

F. The Debtors have demonstrated good, sufficient, and sound business purpose and justification in that, among other things, the Debtors and their advisors diligently and in good faith analyzed all other available options in connection with the disposition of the Acquired Assets and determined that the terms and conditions set forth in the Transfer Agreement, and the transfer to JCI of the Acquired Assets pursuant thereto, represent a fair and reasonable purchase price and constitute the highest and best value obtainable for the Acquired Assets. A sale of the Acquired Assets at this time to JCI pursuant to 11 U.S.C. § 363(b) is the most favorable alternative to minimize the Debtors' losses attributable to the Acquired Assets, and maximizes the Debtors' estates for the benefits of all constituencies. Delaying approval of the Sale might result in JCI's termination of the Transfer Agreement and may result in an

alternative outcome that will achieve less value and cause greater losses for the Debtors, their estates, and their creditors.

G. The Debtors have demonstrated good, sufficient, and sound business purpose and justification regarding the continuation and ultimate transition to JCI of the supply of battery products out of the Fitzgerald Facility pursuant to the Transfer Agreement.

H. The Debtors have demonstrated good, sufficient, and sound business purpose and justification in that, among other things, the Debtors and their advisors diligently and in good faith analyzed the terms and conditions of the IUE-CWA Memorandum (as defined below) and determined that the terms and conditions thereof and in particular the terms and conditions of the IUE-CWA New Brunswick Attrition Plan (as defined below) set forth in the IUE-CWA Memorandum is an appropriate plan under the circumstances and is in the best interests of the Debtors, their estates, and their creditors.

I. A reasonable opportunity to object or be heard with respect to the Motion and the relief requested therein has been afforded to all interested persons and entities, including: (i) the Office of the United States Trustee for the Southern District of New York, (ii) all entities known to have asserted any lien, claim, interest, or encumbrance in or upon the Acquired Assets, including but not limited to environmental, employee, and product liability claims, (iii) all federal, state, and local regulatory or taxing authorities or recording offices, including but not limited environmental regulatory authorities, which have a reasonably known interest in the relief requested by the Motion, (iv) all entities known to have an interest in a transaction with respect to the Acquired Assets during the past six months, (v) the United States Attorney's office, (vi) the United States Department of Justice, (vii) the Securities and Exchange Commission, (viii) the Internal Revenue Service, (ix) all entities on the Master Service List (as defined by the

Supplemental Order Under 11 U.S.C. §§ 102(1) And 105 And Fed. R. Bankr. P. 2002(M), 9006, 9007, And 9014 Establishing Omnibus Hearing Dates And Certain Notice, Case Management, And Administrative Procedures (Docket No. 2883) (the "Supplemental Case Management Order")) and such other entities that are required to be served with notices under the Supplemental Case Management Order, (x) counsel for JCI, (xi) counsel for the Official Committee of Unsecured Creditors appointed in these chapter 11 cases, and (xii) counsel for the Official Committee of Equity Security Holders appointed in these chapter 11 cases.

J. JCI is not an "insider" of any of the Debtors, as that term is defined in 11 U.S.C. § 101(31).

K. The Transfer Agreement was negotiated, proposed, and entered into by the Debtors and JCI without collusion, in good faith, and from arm's-length bargaining positions. Neither the Debtors nor JCI have engaged in any conduct that would cause or permit the Transfer Agreement to be avoided under 11 U.S.C. § 363(n).

L. JCI is a good faith purchaser under 11 U.S.C. § 363(m) and, as such, is entitled to all of the protections afforded thereby.

M. The consideration provided by JCI for the Acquired Assets pursuant to the Transfer Agreement (i) is fair and reasonable, (ii) is the highest and best offer for the Acquired Assets, (iii) will provide a greater recovery for the Debtors' creditors than would be provided by any other practical available alternative, and (iv) constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession, or the District of Columbia.

N. The transfer of the Acquired Assets to JCI will be a legal, valid, and effective transfer of the Acquired Assets, and, except as expressly permitted or otherwise specifically provided for in the Transfer Agreement or this Order, will vest JCI with all right, title, and interest of the Debtors to the Acquired Assets free and clear of all liens, claims, and encumbrances, including, but not limited to those (A) that purport to give to any party a right or option to effect any forfeiture, modification, right of first refusal, or termination of the Debtors' or JCI's interest in the Acquired Assets, or any similar rights, (B) relating to taxes arising under or out of, in connection with, or in any way relating to the operation of the Debtors' battery business prior to the transfer of the Acquired Assets to JCI, and (C) mortgages, restrictions, hypothecations, charges, indentures, loan agreements, instruments, leases, licenses, options, deeds of trust, security interests, conditional sale or other title retention agreements, pledges, liens (including, without limitation, mechanics', materialmen's, and other consensual and non-consensual liens and statutory liens), judgments, demands, encumbrances, rights of first refusal, offsets, contracts, recoupment, rights of recovery, claims for reimbursement, contribution, indemnity, exoneration, products liability, alter-ego, environmental, or tax, decrees of any Court or foreign or domestic governmental entity, or charges of any kind or nature, if any, including, but not limited to, any restriction on the use, transfer, receipt of income, or other exercise of any attributes of ownership, debts arising in any way in connection with any agreements, acts, or failures to act, of any of the Debtors or any of the Debtors' predecessors or affiliates, claims (as that term is defined in the Bankruptcy Code), reclamation claims, obligations, liabilities, demands, guaranties, options, rights, contractual or other commitments, restrictions, interests and matters of any kind and nature, whether known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or

unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, whether arising prior to or subsequent to the commencement of these bankruptcy cases, and whether imposed by agreement, understanding, law, equity or otherwise, including claims otherwise arising under doctrines of successor liability (the items and concepts listed in (A), (B), and (C) above, collectively, the "Interests or Claims").

O. If the Sale of the Acquired Assets were not free and clear of all Interests or Claims as set forth in the Transfer Agreement and this Order, or if JCI would, or in the future could, be liable for any of the Interests or Claims as set forth in the Transfer Agreement and this Order, JCI would not have entered into the Transfer Agreement and would not consummate the Sale or the transactions contemplated by the Transfer Agreement, thus adversely affecting the Debtors, their estates, and their creditors.

P. The Debtors may sell their interests in the Acquired Assets free and clear of all Interests or Claims because, in each case, one or more of the standards set forth in 11 U.S.C. § 363(f)(1)-(5) has been satisfied. All holders of Interests or Claims who did not object, or withdrew their objections to the Sale, are deemed to have consented to the Sale, pursuant to 11 U.S.C. § 363(f)(2). Those holders of Interests or Claims who did object fall within one or more of the other subsections of 11 U.S.C. § 363(f) and are adequately protected by having their Interests or Claims, if any, attach to the cash proceeds of the Sale ultimately attributable to the property against or in which they claim an Interest or Claim.

Q. The Debtors are authorized to sell, transfer, convey or assign to JCI, all of the Debtors' right, title, and interest (including common law rights) to all of their intangible

property included in the Acquired Assets to the broadest extent permitted by law and the terms of the Transfer Agreement.

R. Approval of the Transfer Agreement and consummation of the Sale of the Acquired Assets at this time are in the best interests of the Debtors, their creditors, their estates and other parties in interest.

S. The liabilities being assumed by JCI under the Transfer Agreement, including but not limited to those liabilities set forth on Exhibit 3.6H (Environmental Matters) and Exhibit 4.1 (Employee Matters) to the Transfer Agreement, are an integral part of the Acquired Assets being purchased by JCI and, accordingly, such assumption is reasonable, enhances the value of the Debtors' estates, and does not constitute unfair discrimination.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND
DECREED THAT:

General Provisions

1. The Motion is GRANTED.

Approval Of The Transfer Agreement

2. Pursuant to 11 U.S.C. § 363(b), the Transfer Agreement, and all of the terms and conditions thereof, are hereby approved.

3. Pursuant to 11 U.S.C. § 363(b), the Debtors are authorized to perform their obligations under the Transfer Agreement and comply with the terms thereof and consummate the Sale in accordance with and subject to the terms and conditions of the Transfer Agreement.

4. Each of the signatories to the Transfer Agreement is directed to take all actions necessary or appropriate to effectuate the terms of this Order with respect to the Sale.

5. The Debtors are authorized and directed to execute and deliver, and empowered to perform under, consummate, and implement, the Transfer Agreement, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Transfer Agreement, and to take all further actions as may be requested by JCI for the purpose of assigning, transferring, granting, conveying, and conferring to JCI or reducing to possession, the Acquired Assets, or as may be necessary or appropriate to the performance of the obligations as contemplated by the Transfer Agreement.

6. This Order and the Transfer Agreement shall be binding in all respects upon all creditors (whether known or unknown) of any Debtor, JCI, all successors and assigns of JCI, the Debtors and their affiliates and subsidiaries, and any subsequent trustees appointed in the Debtors' chapter 11 cases or upon a conversion to chapter 7 under the Bankruptcy Code and shall not be subject to rejection. To the extent any provision of this Order is inconsistent with the terms of the Transfer Agreement, this Order shall govern.

7. The Transfer Agreement and any related agreements, documents, or other instruments may be modified, amended, or supplemented by the parties thereto in accordance with the terms thereof without further order of the Court; provided that any such modification, amendment, or supplement is not material.

Sale And Transfer Of The Acquired Assets

8. Except as expressly permitted or otherwise specifically provided for in the Transfer Agreement or this Order, pursuant to 11 U.S.C. §§ 363(b) and 363(f), upon the

consummation of the Transfer Agreement, the Acquired Assets shall be transferred to JCI free and clear of all Interests or Claims, with all such Interests or Claims to attach to the cash proceeds of the Sale in the order of their priority, with the same validity, force and effect which they now have as against the Acquired Assets, subject to any claims and defenses the Debtors may possess with respect thereto. Following the date of the completion of the transfer of the New Brunswick Facility to JCI under the Transfer Agreement (the "Completion Date"), no holder of any Interests or Claims in the Acquired Assets shall interfere with JCI's use and enjoyment of the Acquired Assets based on or related to such Interests or Claims, or any actions that the Debtors may take in their chapter 11 cases and no person shall take any action to prevent, interfere with or otherwise enjoin consummation of the transactions contemplated in or by the Transfer Agreement or this Order.

9. Except as expressly provided in the Transfer Agreement or this Order, other than the liabilities assumed under the Transfer Agreement, including but not limited to those liabilities set forth on Exhibit 3.6H (Environmental Matters) and Exhibit 4.1 (Employee Matters) to the Transfer Agreement, the sale, transfer, assignment, and delivery of the Acquired Assets pursuant to the Transfer Agreement shall not be subject to any Interests or Claims, and Interests or Claims of any kind or nature whatsoever shall attach only to the net proceeds of the Sale in their order of priority. All persons and entities, including, but not limited to, all debt security holders, equity security holders, governmental, tax, and regulatory authorities, lenders, trade and other creditors, holding Interests or Claims arising in any way in connection with any acts, or failure to act, of the Debtors or the Debtors' predecessors or affiliates, claims (as that term is defined in section 101(5) of the Bankruptcy Code), obligations, demands, or guaranties of any kind and nature against or in the Debtors or the Acquired Assets (whether legal or equitable,

secured or unsecured, matured or unmatured, contingent or noncontingent, senior or subordinated), arising under or out of, in connection with, or in any way relating to the Debtors, the Acquired Assets, the operation of the Debtors' battery business prior to the Completion Date, or the transfer of the Acquired Assets to JCI, hereby are, and will be, forever barred, estopped, and permanently enjoined from asserting, prosecuting, or otherwise pursuing such Interests or Claims of any kind or nature whatsoever against JCI, its successors or assigns, their property, or any designee, such persons' or entities' Interests or Claims. Following the Completion Date, no holder of an Interest or Claim (other than holders of liabilities assumed under the Transfer Agreement, including but not limited to those liabilities set forth on Exhibit 3.6H (Environmental Matters) and Exhibit 4.1 (Employee Matters) to the Transfer Agreement, on account of such liabilities only) against the Debtors shall interfere with JCI's title to or use and enjoyment of the Acquired Assets based on or related to such Interests or Claims and all such Interests or Claims, if any, shall be and hereby are channeled, transferred and attached solely and exclusively to the proceeds of the Sale in their order of priority.

10. Except as expressly provided in the Transfer Agreement or this Order, the transfer of the Acquired Assets to JCI pursuant to the Transfer Agreement does not require any consents other than as specifically provided for in the Transfer Agreement and constitutes a legal, valid, and effective transfer of the Acquired Assets, and shall vest JCI with all right, title, and interest of the Debtors in and to the Acquired Assets free and clear of all Interests or Claims of any kind or nature whatsoever (except for the liabilities assumed under the Transfer Agreement, including but not limited to those liabilities set forth on Exhibit 3.6H (Environmental Matters) and Exhibit 4.1 (Employee Matters) to the Transfer Agreement).

11. If any person or entity that has filed financing statements, mortgages, mechanic's liens, lis pendens, or other documents or agreements evidencing Interests or Claims against or in the Acquired Assets shall not have delivered the foregoing to the Debtors prior to the Completion Date, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfactions, releases of all Interests or Claims that the person or entity has with respect to the Acquired Assets, or otherwise, then (a) the Debtors are hereby authorized to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to the Acquired Assets and (b) JCI is hereby authorized to file, register or otherwise record a certified copy of this Order, which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all Interests or Claims in the Acquired Assets of any kind or nature whatsoever.

12. This Order (a) shall be effective as a determination that, on the Completion Date, all Interests or Claims of any kind or nature whatsoever existing as to the Debtors or the Acquired Assets prior to the Completion Date have been unconditionally released, discharged, and terminated (other than any surviving obligations), and that the conveyances described herein have been effected and (b) shall be binding upon and shall govern the acts of all entities including without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the Acquired Assets.

13. Except as otherwise expressly provided in the Transfer Agreement, no person or entity, including, without limitation, any federal, state or local governmental agency, department or instrumentality, shall assert by suit or otherwise against JCI or its successors in interest any claim that they had, have or may have against the Debtors, or any liability, debt, or obligation relating to or arising from the Acquired Assets, or the Debtors' operation of the Business or use of the Acquired Assets, including, without limitation, any liabilities calculable by reference to the Debtors or their assets or operations, and all persons and entities are hereby enjoined from asserting against JCI in any way any such claims, liabilities, debts or obligations.

14. Except as expressly provided in the Transfer Agreement or this Order, JCI is not assuming nor shall it in any way whatsoever be liable or responsible, as a successor or otherwise, for any liabilities, debts, commitments, or obligations (whether known or unknown, disclosed or undisclosed, absolute, contingent, inchoate, fixed, or otherwise) of the Debtors or any liabilities, debts, commitments, or obligations in any way whatsoever relating to or arising from the Acquired Assets or the Debtors' operation of their business or use of the Acquired Assets on or prior to the Completion Date or any such liabilities, debts, commitments, or obligations that in any way whatsoever relate to periods on or prior to the Completion Date or are to be observed, paid, discharged, or performed on or prior to the Completion Date (in each case, including any liabilities that result from, relate to or arise out of tort or other product liability claims), or any liabilities calculable by reference to the Debtor or their assets or operations, or relating to continuing conditions existing on or prior to the Completion Date, which liabilities, debts, commitments, and obligations are hereby extinguished insofar as they may give rise to successor liability, without regard to whether the claimant asserting any such liabilities, debts, commitments, or obligations has delivered to JCI a release thereof. Without

limiting the generality of the foregoing, except as expressly provided in the Transfer Agreement or this Order, JCI shall not be liable or responsible, as a successor or otherwise, for the Debtors' liabilities, debts, commitments, or obligations, whether calculable by reference to the Debtors, arising on or prior to the Completion Date and under or in connection with (i) any employment or labor agreements (including, without limitation, the payment of wages, bonuses, severance pay, benefits (including, without limitation, contributions or payments on account of any underfunding with respect to any and all pension plans) or any other payment to employees of Debtors while such individuals were employed by the Debtors), consulting agreements, severance arrangements, change-in-control agreements, or other similar agreement to which any Debtor is a party, (ii) any pension, welfare, compensation, or other employee benefit plans, agreements, practices, and programs, including, without limitation, any pension plan of the Debtors (including, without limitation, retention, benefit and/or incentive plan to which any Debtors are a party and relating to the battery business (including, without limitation, arising from or related to the rejection or other termination of any such agreement)), (iii) the cessation of the Debtors' operations, dismissal of employees, or termination of employment or labor agreements or pension, welfare, compensation, or other employee benefit plans, agreements, practices, and programs, obligations that might otherwise arise from or pursuant to the Employee Retirement Income Security Act of 1974, as amended, the Fair Labor Standard Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination and Employment Act of 1967, the Federal Rehabilitation Act of 1973, the National Labor Relations Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, COBRA, or the Worker Adjustment and Retraining Notification Act, (iv) workers' compensation, occupational disease, or unemployment or temporary disability insurance claims, (v) environmental liabilities, debts, claims, or obligations arising from

conditions first existing on or prior to Completion Date (including, without limitation, the presence of hazardous, toxic, polluting, or contaminating substances or wastes), which may be asserted on any basis, including, without limitation, under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., (vi) any bulk sales or similar law, (vii) any liabilities, debts, commitments, or obligations of, or required to be paid by, the Debtors for any Taxes of any kind for any period, (viii) any liabilities, debts, commitments, or obligations for any Taxes relating to the business of the Debtors or the Acquired Assets for or applicable to the period prior to the Completion Date, (ix) any litigation relating to the Acquired Assets for or applicable to the period prior to the Completion Date, and (x) any products liability or similar claims, whether pursuant to any state or any federal laws or otherwise, relating to the Acquired Assets for or applicable to the period prior to the Completion Date. JCI shall in no way be deemed a party to or assignee of any such agreement set forth in (i), (ii), and (iii) above, and no employee of JCI shall be deemed in any way covered by or a party to any such agreement, and all parties to any such agreement are hereby enjoined from asserting against JCI any and all claims arising from or relating to such agreement. Any and all notices, if any, required to be given to the Debtors' employees pursuant to the Workers Adjustment and Retraining Notification Act, or any similar federal or state law, shall be the sole responsibility and obligation of the Debtors and JCI shall have no responsibility or liability therefore.

15. Upon the completion of the transactions contemplated by the Transfer Agreement, JCI shall not be deemed to (i) be the successor of the Debtors, (ii) have, de facto, or otherwise, merged with or into the Debtors, (iii) be a mere continuation or substantial continuation of the Debtors or the enterprise(s) of the Debtors, or (iv) be liable for any acts or omissions of the Debtors in the conduct of the Debtors' business.

Continuation And Transition Of Supply Out Of Fitzgerald

16. The Debtors are hereby authorized to (a) continue manufacturing and supplying JCI with battery products manufactured at the Fitzgerald Facility in accordance with JCI's diminishing supply requirements and (b) to transition production of battery products manufactured at the Fitzgerald Facility to other JCI facilities.

17. The Debtors and JCI are each directed to take all actions necessary or appropriate to effectuate the terms of this Order with respect to the supply and transition of battery products from the Fitzgerald Facility.

IUE-CWA Consent And IUE-CWA New Brunswick Attrition Plan

18. The Debtors are hereby authorized to enter into the agreement by and among Delphi Corporation, the International Union, IUE-CWA and IUE-CWA Local 416 (collectively the "IUE-CWA") attached to the Transfer Agreement as Exhibit 1.13 thereto (the "IUE-CWA Memorandum") and to implement the terms of such IUE-CWA Memorandum, including without limitation (i) that certain attrition plan between Delphi and the IUE-CWA (the "IUE-CWA New Brunswick Attrition Plan") with respect to the New Brunswick Facility and (ii) that certain consent to the waiver of that certain no-sale clause and neutrality obligations (the "IUE-CWA Consent").

19. Each of the signatories to the IUE-CWA Memorandum is directed to take all actions necessary or appropriate to effectuate the terms of this Order with respect to the IUE-CWA Consent and the IUE-CWA New Brunswick Attrition Plan and the terms of the IUE-CWA Consent and the IUE-CWA New Brunswick Attrition Plan, including, without limitation, any

and all actions necessary or appropriate to its implementation of and performance under the IUE-CWA Consent and the IUE-CWA New Brunswick Attrition Plan.

Additional Provisions

20. The consideration provided by JCI for the Acquired Assets under the Transfer Agreement is hereby deemed to constitute reasonably equivalent value and fair consideration under the Bankruptcy Code, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act, and under the laws of the United States, and any state, territory, possession, or the District of Columbia.

21. On the Completion Date, this Order shall be construed and shall constitute for any and all purposes a full and complete general assignment, conveyance, and transfer of all of the Acquired Assets or a bill of sale transferring good and marketable title in such Acquired Assets to JCI on pursuant to the terms of the Transfer Agreement.

22. Except as otherwise provided in the Transfer Agreement, on the Completion Date, each of the Debtors' creditors is authorized and directed to execute such documents and take all other actions as may be necessary to release their respective Interests or Claims against the Acquired Assets, if any, as may have been recorded or may otherwise exist.

23. Each and every federal, state, and governmental agency or department, and any other person or entity, is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Transfer Agreement.

24. All entities who are currently, or as of the Completion Date may be, in possession of some or all of the Acquired Assets to be sold, transferred, or conveyed pursuant to

the Transfer Agreement are hereby directed to surrender possession of the Acquired Assets to JCI on the Completion Date.

25. The transactions contemplated by the Transfer Agreement are undertaken by JCI in good faith, as that term is used in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the sale of the Acquired Assets shall not affect the validity of the Sale to JCI, unless such authorization is duly stayed pending such appeal. JCI is a purchaser in good faith of the Acquired Assets, and is entitled to all of the protections afforded by section 363(m) of the Bankruptcy Code.

26. The consideration paid by JCI in the Sale for the Acquired Assets under the Transfer Agreement is fair and reasonable, and may not be avoided or otherwise challenged under 11 U.S.C. § 363(n).

27. The Debtors, including but not limited to their respective officers, employees, and agents, are hereby authorized to execute such documents and do such acts as are necessary or desirable to carry out the transactions contemplated by the terms and conditions of the Transfer Agreement and this Order. The Debtors shall be, and they hereby are, authorized to take all such actions as may be necessary to effectuate the terms of this Order.

28. The terms and provisions of the Transfer Agreement and this Order shall be binding in all respects upon, and shall inure to the benefit of, the Debtors, their estates, and their creditors, JCI, and its respective affiliates, successors, and assigns, and any affected third parties, including, but not limited to, all persons asserting an Interest or Claim in the Acquired Assets to be sold to JCI pursuant to the Transfer Agreement, notwithstanding any subsequent appointment of any trustee(s), party, entity, or other fiduciary under any section of any chapter of

the Bankruptcy Code, as to which trustee(s), party, entity, or other fiduciary such terms and provisions likewise shall be binding.

29. Notwithstanding anything contained herein to the contrary, the term "Acquired Assets" as defined herein does not include property that is not property of the Debtors' estates, such as funds that are trust funds under any applicable state lien laws.

30. To the extent permitted by section 525 of the Bankruptcy Code, no governmental unit may revoke or suspend any permit or license relating to the operation of the Acquired Assets sold, transferred, or conveyed to JCI on account of the filing or pendency of these chapter 11 cases or the consummation of the Sale.

31. The failure specifically to include or to reference any particular provision of the Transfer Agreement in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Transfer Agreement be authorized and approved in their entirety.

32. The Transfer Agreement and any related agreements, documents, or other instruments may be modified, amended, or supplemented by the parties thereto in accordance with the terms thereof without further order of the Court; provided that any such modification, amendment, or supplement does not have a material adverse effect on the Debtors' estates.

33. The provisions of this Order are nonseverable and mutually dependent.

34. Nothing in this Order shall alter or amend the Transfer Agreement and the obligations of the Debtors and JCI thereunder.

35. This Court retains jurisdiction to enforce and implement the terms and provisions of the Transfer Agreement, all amendments thereto, any waivers and consents

thereunder, and of each of the agreements executed in connection therewith in all respects, including, but not limited to, retaining jurisdiction to (a) compel delivery of the Acquired Assets to JCI, (b) compel delivery of the purchase price, reimbursement of costs under the IUE-CWA New Brunswick Attrition Plan, or performance of other obligations owed to the Debtors pursuant to the Transfer Agreement, (c) resolve any disputes arising under or related to the Transfer Agreement, except as otherwise provided therein, (d) interpret, implement, and enforce the provisions of this Order, and (e) protect JCI against any Interests or Claims against the Debtors or the Acquired Assets, of any kind or nature whatsoever, attaching to the proceeds of the Sale.

36. Notwithstanding Rule 6004(g) of the Federal Rules of Bankruptcy Procedure or any other Bankruptcy Rule, this Order shall take effect immediately upon its entry.

37. The requirement under Rule 9013-1(b) of the Local Bankruptcy Rules for the United States Bankruptcy Court for the Southern District of New York for the service and filing of a separate memorandum of law is deemed satisfied by the Motion.

Dated: New York, New York
June ___, 2006

UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

**TRANSFER AGREEMENT RELATING TO
TRANSFER OF DELPHI'S NEW BRUNSWICK
BATTERY FACILITY TO JCI**

THIS AGREEMENT, made and entered into this **26th** day of **May, 2006** by and between **JOHNSON CONTROLS, INC.**, a Wisconsin corporation ("**Buyer**") and **DELPHI AUTOMOTIVE SYSTEMS LLC**, a Delaware limited liability company ("**Seller**").

R E C I T A L S:

WHEREAS, Seller is engaged in the Business (as hereinafter defined).

WHEREAS, on October 8, 2005 (the "**Petition Date**"), Seller and certain of its Affiliates filed voluntary petitions for relief (the "**Bankruptcy Cases**") under Chapter 11 of Title 11, U.S.C. §§101 et seq. (as amended) (the "**Bankruptcy Code**"), in the United States Bankruptcy Court for the Southern District of New York (the "**Bankruptcy Court**").

WHEREAS, upon the terms and subject to the conditions set forth in this Agreement, and as authorized under Sections 363 and 365 of the Bankruptcy Code, Seller wishes to sell to Buyer, all right, title and interest of Seller in and to the Acquired Assets (as hereinafter defined), and Buyer wishes to make such purchase; subject to the conditions set forth in this Agreement.

WHEREAS, Buyer and Seller are parties to a Tier 2 Component Supply Agreement ("**CSA**") under which Seller manufactures SLI batteries, at the Seller's facility in New Brunswick, New Jersey (the "**Facility**").

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, Buyer and Seller agree as follows:

1. DEFINITIONS. As used in this Agreement, the following words, when capitalized, shall have the respective meanings set forth below:

1.1 "Acquired Assets" means the Real Property and all of the following assets to the extent owned by Seller and used or held for use primarily or exclusively in the Business at the Facility: (i) Administrative Assets; (ii) Permits; (iii) Personal Property owned by Seller, located at the Facility and used for manufacturing Products for Buyer under the CSA, including any addition thereto or any replacement, adjustment or modification thereof; and (iv) certain Inventory of the Business. Exhibit 1.1 to this Agreement contains a list of the Acquired Assets consisting of Personal Property and Real Property as of the date hereof to the best of Seller's Knowledge. For the avoidance of doubt, it is specified that the term "**Acquired Assets**" does not include: (i) any machinery, equipment and other assets owned by Buyer; (ii) any of Seller's assets within its Laurel, Mississippi or Flint, Michigan operations (which make plastic battery trays, covers and other plastic components of Products) or Fitzgerald, Georgia operations (without affecting JCI's rights to its bailed assets within those facilities); (iii) assets owned by third parties; (iv) except as set forth in Section 7.3 (Indemnity), the benefits of any of Seller's or Seller's Affiliates' insurance policies relating to the operation of the

Business (including any right to proceeds thereunder); (v) all finished goods Inventory and all inventories, products, rights, properties, assets and businesses of the Business which shall have been transferred or disposed of by Seller prior to Completion in the Ordinary Course of Business or not otherwise in breach of this Agreement; (vi) Any Inventory consisting of work in process (other than green group batteries), or raw materials not listed on Exhibit 1.11 of this Agreement, including the excluded raw materials Inventory set forth on Exhibit 1.1(vi); (vii) any Contracts; and (viii) any document or information the transfer of which is prohibited by law or regulation.

1.2 "Administrative Assets" means books, records and other administrative assets including advertising and promotional materials, catalogues, price lists, correspondence, mailing lists, customer lists, vendor lists, photographs, production data, sales materials and records, purchasing materials and records, personnel records of employees, billing records, accounting records, other financial records, sale order files, tool routings, labor routings, facility blueprints, service blueprints and plant layouts; provided, however that Administrative Assets does not include Technical Documentation or information and materials protected by attorney-client privilege (the lack of which materials are not material to the operation of the Business under the CSA).

1.3 "Affiliate" means with respect to any Party any business or other entity directly or indirectly controlling, controlled by or under common control with such specified entity. For purposes of this definition, control means ownership of more than fifty percent (50%) of the shares or other equity interest having power to elect directors or persons performing a similar functions.

1.4 "Agreement" means this Transfer Agreement, including Exhibit 4.1 and all other exhibits to this Agreement.

1.5 Intentionally omitted.

1.6 "Business" means the manufacture of starting SLI batteries by Seller at the Facility.

1.7 "Completion" means completion of the purchase of the Acquired Assets by Buyer resulting from and in accordance with this Agreement.

1.8 "Completion Date" means the date of Completion of the transfer of the Facility to Purchaser under this Agreement.

1.9 "Contracts" means purchase orders, service contracts, leases, product warranty or service agreements and other commitments, agreements and undertakings relating to the Business.

1.10 "Improvements" means buildings, fixtures and other improvements to Real Property, including the Facility.

1.11 "Inventory" included within the Acquired Assets means finished Products, raw materials set forth on Exhibit 1.11, work-in-process consisting of green group batteries, packaging, stores, stock, supplies, spare parts and other inventory used in making Products located at the Facility.

1.12 "Lien" means any lien, mortgage, charge, pledge, security interest, restriction on transferability, easement, defect of title or other claim, easement, encroachment or other encumbrance of any nature whatsoever on any Acquired Asset.

1.13 "IUE Consent" means the IUE waiver of "no sale" provisions contained in the Delphi-IUE-CWA National Agreement (as defined in Exhibit 4.1) and IUE waiver of the Buyer's assumption of the Unpublished Delphi IUE-CWA Neutrality Letter or any other neutrality agreement, included as part of Exhibit 1.13 of this Agreement.

1.14 "Purchase Price" means the purchase price to be paid for the Acquired Assets, exclusive of any Transaction Taxes, equal to One Dollar (\$1.00) plus (i) \$20.00 for every green group battery, and (ii) the CSA price for all finished goods Inventory, in each case located at the Facility as of close of business on July 31, 2006, based on a physical inventory to be conducted by the parties.

1.15 "Ordinary Course of Business" means the ordinary course of business of the Business, consistent with past practice and custom, including the CSA.

1.16 "Party" or "Parties" means Buyer and/or Seller.

1.17 "Permits" means permits, concessions, grants, franchises, licenses and other governmental authorizations and approvals issued to Seller and that relate exclusively to the Facility or the Acquired Assets, to the extent that Seller or any of its Affiliates has the power, authority or right to transfer or assign such Permits.

1.18 "Permitted Lien" means: (i) any Lien for taxes not yet delinquent; (ii) any statutory Lien arising in the ordinary course of business by operation of law with respect to a liability that is not yet delinquent; (iii) purchase money security interests arising in the Ordinary Course of Business; (iv) security interests relating to vendor tooling arising in the Ordinary Course of Business; (v) Liens and encumbrances of record; and (vi) Liens consented to by Buyer (such consent not to be unreasonably withheld).

1.19 "Personal Property" means tangible personal property other than Administrative Assets, Inventory, including production machinery, equipment, tools, dies, jigs, molds, patterns, gauges, production fixtures, material handling equipment, business machines, office furniture and fixtures, in-factory vehicles, trucks, model shop equipment, laboratory test fixtures and other tangible personal property used by the Business, whether located at the Facility, at the place of business of a vendor or elsewhere.

1.20 "Products" means SLI batteries.

1.21 "Real Property" means the real property used by the Business and owned by Seller, as described in Exhibit 1.21, and all Improvements located thereon.

1.22 "Sale Approval Order" means an order or orders of the Bankruptcy Court issued pursuant to Sections 363 and 365 of the Bankruptcy Code substantially in the form set forth on Exhibit 1.22 to this Agreement, authorizing and approving, among other things, the sale, transfer and assignment of the Acquired Assets to Buyer in accordance with the terms and conditions of this Agreement, free and clear of all Liens other than Permitted Liens.

1.23 "Seller's Knowledge" or "Knowledge of Seller" means the knowledge of any of the individuals listed on Exhibit 1.23 with respect to their respective functional areas of expertise. For this purpose, an individual will be deemed to have Knowledge of a particular fact or other matter if: (i) such individual is actually aware of such fact or other matter; or (ii) a prudent individual would be expected to discover or otherwise become aware of such fact or other matter in the course of conducting a reasonable inquiry of Delphi's files and its employees who, in the ordinary course of their job responsibilities, would reasonably be expected to have actual possession or actual personal Knowledge of such information.

1.24 "SLI Batteries" means starting, lighting and ignition lead-acid batteries.

1.25 "Technical Documentation" means: (i) assembly and parts drawings, material specifications and drawings for Products; (ii) information to assemble Products; (iii) labor and tool routing sheets; drawings of special tools, fixtures, dies, jigs, gauges and patterns, and service information; and (iv) operating manuals, instructions and other available, relevant documents relating to the operation of the machinery and equipment located at the Facility.

1.26 "Transaction Taxes" mean any sales taxes, documentary and stamp taxes, transfer taxes, use taxes, excise taxes, value-added taxes, registration duties, gross receipts or similar charges, all charges for filing and recording documents in connection with the transfer of the Acquired Assets.

2. COMPLETION OF THE SALE OF THE ACQUIRED ASSETS:

2.1 Completion. Subject to the conditions set forth in this Section 2.1, Completion shall take place on the Completion Date at the offices of Seller in Troy, Michigan or at such other place as Buyer and Seller may jointly determine. The Completion date will be the later of August 1 (12:01AM EST), 2006 and the date that is ten (10) days after the date of the Sale Approval Order, unless otherwise agreed by the Parties. Each Party's obligation to perform at the Completion Date is subject to:

A. Bankruptcy Court approval of the Sale Approval Order, including without limitation, approval of Exhibit 1.13.

B. Completion of the implementation of the attrition plan set forth in Exhibit 1.13 (the "**Attrition Plan**") to reduce the number of U.S. Hourly Employees to approximately one hundred (100) U.S. Hourly Employees, in accordance with the terms of the IUE Consent;

C. Seller must not have negotiated any other Collective Bargaining Agreement which purports to be applicable to the New Brunswick Facility.

D. The other Party's being in compliance, in all material respects, with its agreements with respect to Employee Matters that are such other Party's responsibility, and to be performed before Completion as described in Exhibit 4.1 hereto, and with such Party's representations and warranties set forth in Section 3 of this Agreement being true and correct in all material respects as of

the Completion Date, except where a failure is due to the acts or omissions of the other Party;

E. The other Party must not be in default in any material respect under, and must not have rejected, the CSA dated June 30, 2005;

F. The Facility must be an operational plant producing Products in accordance with the CSA, with such changes as contemplated in Exhibit 1.13; and

G. The other party shall be in compliance in all material respects with the Environmental Matters Agreement dated June 30, 2005 with respect to the Facility.

H. Each Party undertakes to pay to the other or to the relevant tax authorities the Transaction Taxes as required by applicable law and in accordance with Section 1.26.

2.2 Seller Deliveries at Completion. At Completion Seller shall deliver to Buyer:

A. A Bill of Sale for the Personal Property and Inventory, substantially in the form of Exhibit 2.2A hereto, duly executed together with an invoice relating to the Acquired Assets transferred;

B. A covenant deed for the Real Property;

C. A certificate that all the representations and warranties made in Article 3 by Seller are true and correct in all material respects, and that it has complied with its obligations under this Section 2.2, with the same force and effect, and subject to the same qualifications, as though made at Completion;

D. Officer's certificate stating that at least \$12.5 million USD has been incurred by Delphi in furtherance of the Attrition Plan, as referred to in Section 3.A(xi) of Exhibit 4.1; and

E. Such other documents as may be necessary to give Buyer good and valid title to and ownership of the Acquired Assets.

2.3 Buyer Deliveries at Completion. At Completion Buyer shall:

A. A certificate that all the representations and warranties made in Section 3 by Buyer are true and correct in all material respects, and that it has complied with its obligations under this Section 2.3, with the same force and effect, and subject to the same qualifications, as though made at Completion; and

B. Pay to Seller the Purchase Price by wire transfer in accordance with wiring instructions to be provided by Seller before Completion.

2.4 Transfer of Acquired Assets. Seller and Buyer hereby agree that, as of the Completion Date, title and risk of loss to all Acquired Assets shall pass from Seller to Buyer.

2.5 Post Closing Deliveries. Buyer will pay for assets, goods or services ordered by Seller on or before Completion for the Business in the Ordinary Course of Business to the extent such assets, goods or services are received by the Business after the Completion Date; other than Inventory items that have been excluded from the Acquired Assets under Section 1.1(vi) of this Agreement. If any such excluded items are delivered to the facility after Completion, Buyer will promptly contact Seller and segregate such items in a reasonable manner, and Seller and Buyer will cooperate in Seller's removal of such items within 30 days after such notice as set forth in Section 8.15 below.

2.6 Prorations, Adjustments of Expenses Following Completion:

A. Prorations:

(i) To the extent that Seller makes any payment relating to the Business prior to, on or following the Completion Date with respect to any item listed in clause (ii) below relating to periods following the Completion Date for which Buyer will receive a benefit, Buyer shall reimburse Seller on a per diem basis, unless otherwise provided for; and

(ii) To the extent Buyer makes any payment relating to the Business following the Completion Date with respect to any item listed below relating to periods on or prior to the Completion Date for which Seller received a benefit, Seller shall reimburse Buyer on a per diem basis, unless otherwise provided for, in each case for the following:

(a) Personal, real property and other ad valorem Taxes, with real property Taxes allocated pursuant to Section 5.5.

(b) Water, wastewater treatment, sewer charges and other similar types of charges and/or Taxes thereon and any other assessments payable with respect to the Business.

(c) Electric, fuel, gas, telephone and other utility charges.

(d) Reimbursable employee business expenses will be paid by Seller if incurred prior to or on the Completion Date or Buyer if incurred after the Completion Date.

(e) Rentals and other charges under leases to be transferred to or assumed by the Buyer pursuant to this Agreement.

(f) Payments and charges due pursuant to any Contract (other than pursuant to collective bargaining agreements,

Benefit Plans (as defined in Section 3(3) of ERISA)), employee payroll-related items except as set forth in clause (d), Permit, commitment or other binding arrangement to which Seller is a party or is obligated and which are being assumed by the Buyer pursuant to this Agreement or offered to Buyer by Seller on a transition services basis, as may be agreed by the Parties prior to Completion.

B. **Further Assurance.** To the extent that, after the Completion Date, Delphi, on the one hand, or Buyer, on the other hand, receives any bills or invoices for any of the items listed in this Section 2.6 or similar items, relating to both pre-Completion and post-Completion periods, such Party shall, within ten (10) business days, send any such bills or invoices to the other Party. If necessary to avoid incurring interest, penalties and/or late charges, the Party receiving any such bill or invoice shall pay all amounts shown to be due thereon, and shall invoice the other Party for all amounts owed by such other Party thereunder, and such other Party shall reimburse such amounts in accordance with Section 2.6C.

C. **Payments.** Any payments due under this Section 2.6 shall be made within fifteen (15) days after the end of the month in which a bill or invoice is sent to a Party pursuant to Section 2.6C; provided, however, that the disputed portion of any such item shall be paid within fifteen (15) days after the final determination thereof on an item-by-item basis. When any Party makes a payment to a third party which is required to be reimbursed to it by another Party, the reimbursement payment shall be considered the repayment of an advance. Such payments shall be made by wire transfer in immediately available funds.

2.7 Approvals and Consents; Cooperation; Notification. Seller shall notify, as required by the Bankruptcy Court, all parties entitled to notice of the proposed sale of the Acquired Assets to Buyer, and Buyer will cooperate with Seller in attempting to obtain the Sale Approval Order.

2.8 Fitzgerald. Regarding Delphi's supply of Products to JCI from Delphi's Fitzgerald, Georgia battery manufacturing facility, Delphi will continue to supply such batteries to JCI in accordance with the terms of the Component Supply Agreement between the parties dated July 1, 2005 ("**CSA**"), as amended. In no event shall the pricing of Products manufactured at Fitzgerald be modified other than the GM discounts and other changes and adjustments contemplated by the existing CSA terms.

3. REPRESENTATIONS, WARRANTIES AND INDEMNITIES:

3.1 Representations and Warranties made by each Party. Each of Seller and Buyer makes the representations and warranties contained in this Article 3 to the other Party except for those in Section 3.6, which are made solely by Seller to Buyer. The representations and warranties contained in this Article 3 are made on the date of this Agreement and are deemed to be repeated on the Completion Date.

3.2 Power and Authority. Subject to Bankruptcy Court approval of the Sale Approval Order, it has the power to execute, deliver and perform this Agreement, and

has taken all necessary action to authorize the execution, delivery and performance of this Agreement and the transactions contemplated hereby.

3.3 Authorizations. Subject to Bankruptcy Court approval of the Sale Approval Order, all authorizations required in connection with the execution, delivery, performance, validity and enforceability of, and the transactions contemplated by, this Agreement have been obtained or effected and are in full force and effect, provided, however, that performance of this Agreement is subject to Buyer and Seller taking necessary action as required to meet their respective obligations regarding employee matters, as set forth on Exhibit 4.1 hereto.

3.4 Enforceability. Subject to Bankruptcy Court approval of the Sale Approval Order, this Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with its terms.

3.5 No Breach. Subject to Bankruptcy Court approval of the Sale Approval Order, entering into this Agreement and performing its undertakings hereunder shall not result in the breach of any provision of, or constitute a default under, any judgment, decree, indenture, mortgage or other agreement or instrument to which it is a party or by which it is bound.

3.6 Miscellaneous Matters Relating to Business:

A. **Ownership of the Acquired Assets.** Seller has good, valid and marketable title to the Acquired Assets, and upon entry by the Bankruptcy Court of the Sale Approval Order, Seller shall transfer and convey the Acquired Assets free and clear of any Lien other than Permitted Liens. Except for this Agreement and the Bankruptcy Court approvals reflected in the Sale Approval Order, the Real Property will be transferred free and clear of any restrictions with respect to the transferability or divisibility thereof. At the Closing, Buyer will receive good and marketable fee title or leasehold title (as applicable) to all of the Real Property owned by Seller, free and clear of all Liens other than the Permitted Liens.

B. **Condition.** The Real Property and Personal Property (other than Inventory) have been maintained as required by the CSA and are in such condition (considering age and purpose for which used) as to enable the Business to be conducted as currently conducted without material disruption.

C. **Inventory.** SELLER MAKES NO WARRANTY OF WHATSOEVER KIND OR NATURE REGARDING INVENTORY, ALL OF WHICH IS BEING SOLD "AS IS" AND "WHERE IS", AND SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING THE CONDITION OF THE INVENTORY AND EACH PART THEREOF, AND THE ADEQUACY, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE INVENTORY OR ANY PART THEREOF.

D. **Real Property.** To Seller's Knowledge, the use of the Real Property as currently used is a permitted use by right in the applicable zoning classification and is not a nonconforming use or a conditioned use, and no variances are needed and none have been granted with respect to the Real

Property. There are currently in full force and effect duly issued certificates of occupancy permitting the Real Property and the Facility to be legally used and occupied for the purpose of conducting the Business. The Real Property has rights of access to dedicated public highways. To Seller's Knowledge, no fact or condition exists that would prohibit or adversely affect the ordinary rights of access to and from the Real Property from and to the existing highways and roads, and there is no pending or, to Seller's Knowledge, threatened restriction or denial, governmental or otherwise, upon such ingress and egress. Seller has not received notice of: (i) any claim of adverse possession or prescriptive rights involving or affecting any of the Real Property; (ii) any structure located on any Real Property that encroaches on or over the boundaries of neighboring or adjacent properties; or (iii) any structure of any other person or entity that encroaches on or over the boundaries of any Real Property. None of the Real Property is located in a flood plain, flood hazard area, wetland or lakeshore erosion area within the meaning of any Law or Order.

E. **No Condemnation, Expropriation or Similar Action.** To Seller's Knowledge, neither the whole nor any portion of the Real Property is subject to any order to be sold (other than the Sale Approval Order) or is being condemned, expropriated or otherwise taken by any governmental entity with or without payment of compensation therefore, and no such condemnation, expropriation or taking has been planned, scheduled or proposed.

F. **Compliance.** The Real Property is, or at the time of Completion will be, in compliance in all material respects with any applicable law, regulation or ordinance, and Seller has not received any notice, written or to the best of Seller's knowledge oral, of any such violation.

G. **Litigation.** Except for matters disclosed prior to Completion and for which Seller will retain responsibility if so required under the terms of the CSA, there is no litigation or administrative proceeding and to Seller's Knowledge, threatened litigation or administrative proceeding which affects or could affect the Real Property or Buyer's ability to conduct the Business at the Facility.

H. **Environmental Matters.** Seller makes no representations or warranties regarding environmental matters in this Agreement (notwithstanding anything to the contrary herein). Notwithstanding the aforementioned, to the extent that the Sale Approval Order or other applicable provisions of the Bankruptcy Code fails to discharge liability with respect to any claims brought by a third party against Buyer relating to pre-Completion environmental matters at the Facility, Seller will indemnify Buyer as set forth in Exhibit 3.6.H to this Agreement.

I. Seller represents and warrants that, except for the unpublished Neutrality Letter and Exhibit 1.13 referenced herein, Seller has no current agreements or understandings with the IUE-CWA which create obligations or liabilities for Buyer at its other plants if Buyer purchases the New Brunswick facility or assumes the terms of the Delphi IUE-CWA National Agreement or the Delphi IUE-CWA Local Agreement.

J. EXCEPT FOR SPECIFIC REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS AGREEMENT, THE ACQUIRED ASSETS ARE BEING SOLD ON AN "AS IS," "WHERE IS" BASIS AND SELLER DOES NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS OR OTHERWISE WITH RESPECT TO THE ACQUIRED ASSETS WHICH EXTEND BEYOND THE AFORESAID SPECIFIC REPRESENTATIONS AND WARRANTIES.

3.7 Product Warranty/Liability:

A. **Buyer Indemnity.** Buyer will defend, indemnify and hold harmless Seller and its directors, officers, agents and employees, from and against any and all claims, suits, causes of action, liabilities, losses, damages, costs of settlement, and expenses (including reasonable attorney fees) which may be imposed upon or incurred by Seller from claims, suits or causes of action (including without limitation those for death, personal injury, or property damage) by any Person whatsoever at any time against Seller and/or its directors, officers, agents and employees to the extent arising from, caused or alleged to be caused by: (a) defective or improper design or manufacture of any Products manufactured by Seller under the CSA; (b) infringement of any intellectual property right (including patent, trademark, copyright, moral, industrial design or other proprietary rights, or misuse or misappropriation of trade secret) in connection with the design or manufacture of any Products other than infringement of U.S. Patent No. 4,906,540 or U.S. Patent No. 5,401,278; and/or (c) the failure of the design of Products to comply with any applicable Laws.

B. **Seller Indemnity.** To the extent that the Sale Approval Order or other applicable provisions of the Bankruptcy Code fails to discharge liability with respect to any claims for Products manufactured at the Facility brought by a third party against Buyer relating to pre-Completion Product warranty/liability matters, Seller will defend, indemnify and hold harmless Buyer and its directors, officers, agents and employees, from and against any and all claims, suits, causes of action, liabilities, losses, damages, costs of settlement, and expenses (including reasonable attorney fees) which may be imposed upon or incurred by Buyer from claims, suits or causes of action (including without limitation those for death, personal injury, or property damage) by any Person whatsoever at any time against Buyer and/or its directors, officers, agents and employees to the extent arising from or caused by: (a) infringement of U.S. Patent No. 4,906,540 or U.S. Patent No. 5,401,278; (b) infringement of any intellectual property right (including patent, trademark, copyright, moral, industrial design or other proprietary rights, or misuse or misappropriation of trade secret) other than in connection with the design or manufacture of any Products; (c) the failure of the Products manufactured by Seller at the Facility under the CSA to comply in any material respect with the applicable specifications as a result of Seller's failure to comply with the Manufacturing and Quality Procedures set forth in the CSA or negligent workmanship; and/or (d) any and all claims related to the Facility, its employees, Products to the extent arising in any manner out of facts or circumstances in existence prior to July 1, 2005.

4. **EMPLOYEE MATTERS.** The treatment of U.S. Hourly Employees and U.S. Salaried Employees, and the obligations of Seller and Buyer with respect thereto, will be as set forth in Exhibit 4.1.

5. **TAX MATTERS:**

5.1 **Seller Responsibilities.** Seller shall file any Tax Returns and pay any Taxes which may be required by any federal, state, local or foreign tax authorities or governmental agencies by reason of business conducted by Seller on or prior to the Completion Date.

5.2 **Buyer Responsibilities.** Buyer shall file any Tax Returns and pay any Taxes which may be required by any federal, state, local or foreign tax authorities or governmental agencies by reason of business conducted by Buyer after the Completion Date. All United States or foreign, national, state or local sales taxes, documentary and stamp taxes, transfer taxes, registration taxes, use taxes, gross receipts taxes, registration duties and all charges for filing and recording documents in connection with the transfer of the Acquired Assets (including intellectual property filing and recording fees), as well any permit, transfer and filing fees required in order to obtain governmental approvals and consents relating to the transactions contemplated by this Agreement ("**Transfer Taxes**"), shall be borne by Buyer.

5.3 **Mutual Assistance.** Without affecting the foregoing responsibilities, Seller and Buyer shall provide reasonable assistance during normal business hours to one another to resolve any Tax issues which may relate to their respective business activities utilizing the Acquired Assets and personnel. Such assistance may include, without limitation, access to relevant business records and personnel in connection with: (i) the preparation and filing of Tax Returns, elections, consents, certifications and claims for refunds; (ii) the determination of liability for Taxes; and (iii) the response to tax audits, examinations and other proceedings. To the extent permitted by applicable law, Buyer and Seller agree to reasonably cooperate with each other to complete any and all exemption certificates or other documents that exempt any portion of the Purchase Price from any of the Transaction Taxes prior to either the Completion Date or the due date for such Transaction Tax.

5.4 **Definitions.** For purposes of this Agreement, the words "**Taxes**" and "**Tax Return**" are defined as follows:

A. "**Taxes**" mean any tax or similar governmental charge, impost or levy whatsoever (including, without limitation, income, franchise, transfer, taxes, use, gross receipts, value added, employment, excise, ad valorem, property, withholding, payroll, minimum, windfall profit taxes, transfer fees, customs duties or registration duties), together with any related penalties, fines, additions to tax or interest, imposed by the United States or any state, county, local or foreign governmental or subdivision or agency thereof;

B. "**Tax Return**" means any return, declaration, report, claim for refund or information return or statement, or any other similar filings related to Taxes, including any schedule or attachment thereto.

5.5 Real Estate Taxes. All real estate taxes and assessments assessed on the Real Property for the calendar year in which the Completion occurs shall be prorated between Buyer and Seller. The Seller shall be allocated tax liability for the portion of the year beginning on January 1 and ending on the Completion Date; the Buyer shall be allocated tax liability for the portion of the year beginning on the day following the Completion Date and ending on December 31. The percentage for each party will be the number of days in its portion of the year divided by the total number of days in the year. Since the actual determination of tax liability for a given calendar year occurs in June, if the Completion Date occurs before the tax has been determined for the year, the calculation of the prorated taxes will be made as soon as practical after the tax bill has been rendered for the calendar year. If the Completion Date occurs after the tax liability has been determined for the year, the calculation of the prorated taxes will take place at Completion. Each party will be responsible for paying or otherwise discharging any installments due in the year in which the Completion Date occurs based on ownership of the property at the time the installment is due. If the tax allocated to a party exceeds the installments paid or to be paid by that party, that party will make a payment to the other party equal to the excess of the prorated liability over the sum of the installment payments paid or to be paid. The parties agree to cooperate as necessary to accurately and promptly determine the prorated tax liability.

6. GOVERNING LAW; DISPUTE RESOLUTION:

6.1 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of New York, without giving effect to rules governing the conflict of laws. Buyer and Seller irrevocably and unconditionally consent to submit to the jurisdiction of the Bankruptcy Court for any litigation arising out of or relating to this Agreement and the transactions contemplated hereby (and agree not to commence any litigation relating thereto except in the Bankruptcy Court).

6.2 Dispute Resolution:

A. Buyer and Seller will, in the first instance, attempt to settle any and all claims or disputes arising in connection with this Agreement by good faith negotiations by senior management of each Party. If the dispute is not resolved by senior management within thirty (30) days after delivery of a written request for such negotiation by either Party to the other, either Party may make a written demand (the “**Demanding Party**”) for formal dispute resolution (the “**Notice of Dispute**”) and specify therein in reasonable detail the nature of the dispute. Within ten (10) days after receipt of the Notice of Dispute, the receiving Party (the “**Defending Party**”) shall submit to the other a written response. The Notice of Dispute and the response shall include: (i) a statement of the respective Party's position and a summary of arguments supporting that position; and (ii) the name and title of the executive who will represent that Party and of any other person who will accompany the executive to meetings of the parties. Within fifteen (15) days after such written notification, the executives (and other named in the Notice of Dispute or response) will meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute (the “**Dispute Resolution Meeting**”). All reasonable requests for information made by one Party to the other will be honored promptly. All negotiations pursuant to this Section 6.2A are confidential and shall be treated as

compromise and settlement negotiations for purposes of applicable rules of evidence.

B. The parties agree that neither of them will initiate legal action in respect of a dispute within the period of fifteen (15) days following the Dispute Resolution Meeting. In the absence of agreement at the Dispute Resolution Meeting and following that fifteen (15) day period, any party shall be free to pursue its rights and remedies as it may see fit in accordance with this Agreement.

7. **INDEMNIFICATION:**

7.1 **Indemnification:**

A. **Indemnification Provisions for Benefit of Buyer.** If Seller breaches any of its warranties or covenants contained in this Agreement, and Buyer makes a written claim for indemnification against Seller in accordance with the procedures set forth in Section 7.2 below within the applicable survival period, to the extent that the Sale Approval Order or other applicable provisions of the Bankruptcy Code fails to discharge the underlying third party claim, Seller agrees to indemnify Buyer and its Affiliates and their officers, directors, employees and agents (individually a "**Buyer Indemnitee**" and collectively the "**Buyer Indemnites**") and to hold each Buyer Indemnitee harmless from and against all damages, losses and expenses (including reasonable expenses of investigation and attorneys' fees) ("**Losses**") to the extent caused by or arising out of: (i) any breach of warranty or inaccurate or erroneous representation of Seller contained in this Agreement or in any certificate delivered pursuant to this Agreement; or (ii) any breach of this Agreement. Buyer shall be named as an additional insured on Seller's General Liability and Excess Liability policies as related to the Business, but only to the extent of Seller's Indemnification Obligations under this Agreement. Buyer agrees that all claims for indemnification shall be presented to Seller in advance of its insurers to the extent that Buyer does not invalidate its obligations to ensure coverage of such claims is not jeopardized.

B. **Indemnification Provisions for Benefit of Seller.** If Buyer breaches any of its Warranties or covenants contained in this Agreement, and Seller makes a written claim for indemnification against Buyer in accordance with the procedures set forth in Section 7.2 below within the applicable survival period, Buyer agrees to indemnify Seller and its Affiliates and their officers, directors, employees and agents (individually a "**Seller Indemnitee**" and collectively the "**Seller Indemnites**") and to hold each Seller Indemnitee harmless from and against all Losses to the extent caused by or arising out of: (i) any breach of warranty or inaccurate or erroneous representation of Buyer contained in this Agreement or in any certificate delivered pursuant to this Agreement; (ii) any breach of this Agreement.

C. **Mitigation.** Notwithstanding anything to the contrary in this Section B, no Party shall have an obligation to indemnify the other Party with respect to any Losses to the extent such Losses could have reasonably been

avoided by such other Party, or the damage to such other Party from such Losses reasonably could have been mitigated.

D. **Deductible and Cap.** No Indemnitor shall be liable to an Indemnitee until the amount of all indemnifiable Losses of such Indemnitee in the aggregate exceeds USD One Hundred Thousand (\$100,000.00) ("**Deductible Amount**") threshold, after which point the Indemnitor will be obligated to the Indemnitee from and against indemnifiable Losses in excess of the Deductible Amount until the amount of indemnifiable Losses paid by such indemnifying Party in the aggregate reaches a cap equal to USD Twenty Million (\$20 million) (the "**Cap Amount**") after which point the indemnifying Party will have no further obligation with respect to Losses under this Agreement.

7.2 Indemnification Procedure. When a Party obtains knowledge of the commencement of any third-party claim, action, suit or proceeding or of the occurrence of any event or the existence of any state of facts which may become the basis of a third-party claim (any such claim, action, suit or proceeding or event or state of facts being hereinafter referred to in this Section as a "**Claim**"), in respect of which such Party (an "**Indemnitee**") is entitled to indemnification under this Agreement, such Indemnitee shall promptly notify the indemnitor under this Agreement (the "**Indemnitor**") of such Claim in writing; provided, however, that any failure to give such notice will not waive any rights of the Indemnitee except to the extent that the rights of the Indemnitor are prejudiced thereby. With respect to any Claim as to which such notice is given by the Indemnitee to the Indemnitor, the Indemnitor may, subject to the provisions below, assume the defense and settlement of such Claim; provided, however, that: (i) the Indemnitee shall cooperate with the Indemnitor in the defense and settlement of such Claim in any manner reasonably requested by the Indemnitor; the Indemnitee will not, and it will use all reasonable efforts to ensure that its employees will not, make an admission of liability in respect of any Third Party Claim and as soon as it becomes aware of a Third Party Claim it shall issue an instruction to relevant employees requiring them not to make any disclosure or statement to any third party in relation to any Third Party Claim or any product or service to which such Third Party Claim relates (except for notices to governmental authorities as required by applicable Laws) without the prior written consent of the Indemnitor (such consent not to be unreasonably withheld or delayed); (ii) the Indemnitee shall have the right to pay or settle such Claim at any time, in which event the Indemnitee shall be deemed to have waived any right to indemnification therefor by the Indemnitor; (iii) the Indemnitee shall be permitted to join in the defense and settlement of such Claim and to employ counsel at its own expense; and (iv) the Indemnitor shall not consent to the entry of any judgment or enter into any settlement with respect to such Claim without the written consent of the Indemnitee, provided further, however, that if Indemnitee fails to consent to a written settlement offer and judgment is subsequently entered in an amount exceeding the amount of such offer, then Indemnitor shall have no responsibility for the amount of such excess.

If: (i) the Indemnitor fails to assume the defense of such Claim or, having assumed the defense and settlement of such Claim, fails reasonably to contest such Claim in good faith; and (ii) the remedy sought by the claimant with respect to such Claim is not solely for money damages, the Indemnitee, without waiving its right to indemnification, may assume the defense and settlement of such Claim; provided, however, that: (a) the Indemnitor shall be permitted to join in the defense and settlement of such Claim and to employ counsel at its own expense; (b) the Indemnitor shall

cooperate with the Indemnitee in the defense and settlement of such Claim in any reasonable manner requested by the Indemnitee; and (c) the Indemnitee shall not consent to the entry of any judgment or enter into any settlement with respect to such Claim without the written consent of the Indemnitor.

As used in this section, the term Indemnitee shall be deemed to include the plural thereof where the rights or obligations of more than one Indemnitee may be involved.

7.3 Sole and Exclusive Remedy. Each of Buyer and Seller acknowledge and agree that the indemnification provided in this Article 7 shall be the sole and exclusive remedy of the parties and their Affiliates and their respective successors and assigns in respect of any claim for monetary damages arising out of or under this Agreement.

8. GENERAL PROVISIONS:

8.1 No Inducement. The Parties represent to each other and each agrees that, neither it nor any person acting on its behalf has, in contravention of any applicable law, given or offered to give or will give or offer to give any sum of money or other material consideration to any person, directly or indirectly, as an inducement to obtain business hereunder or to influence the granting of licenses or other governmental permissions to enter into this Agreement or perform obligations hereunder.

8.2 Governing Approvals. Seller and Buyer, respectively, shall be responsible for compliance with and for the obtaining of such approvals and/or permits as may be required under national, state and local laws, ordinances, regulations and rules as may be applicable to the performance of their respective responsibilities and obligations under this Agreement.

8.3 No Agency. This Agreement does not constitute either Party the agent or legal representative of the other Party. Neither Party is authorized to create any obligation on behalf of the other Party.

8.4 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Seller and Buyer and their respective successors and assigns. No Party may assign this Agreement or any of its rights, interests or obligations hereunder without the prior written consent of the other Party; provided, however, that Seller has the right to assign any of its rights or obligations hereunder to any division, subsidiary or affiliate of Seller or to any successor to any or all of Seller's business; provided that, notwithstanding such assignment Seller shall remain liable for all of its obligations hereunder.

8.5 No Implied Waiver. The failure of either Party at any time to require performance by the other Party of any provision hereof shall in no way affect the full right to require such performance at any time thereafter. The waiver by either Party of a breach of any provision hereof shall not constitute a waiver of the provision itself. The failure of either Party to exercise its rights provided under this Agreement shall not constitute a waiver of such right.

8.6 Notices. Any notice under this Agreement shall be in writing (letter, facsimile or telegram) and shall be effective when received by the addressee at its address indicated below:

Notice sent to Seller shall be addressed as follows:

DELPHI AUTOMOTIVE SYSTEMS LLC
5725 Delphi Drive
Troy, Michigan 48098
Attn: President-Delphi Energy & Chassis Systems
Fax No.: 248-813-4301

with a copy to:

DELPHI AUTOMOTIVE SYSTEMS LLC
5725 Delphi Drive
Troy, MI 48098-2815
Attention: Assistant General Counsel
Commercial & Transactional
Fax: 248-813-2491

Notice sent to Buyer shall be addressed as follows:

JOHNSON CONTROLS, INC.
5757 N. Green Bay Avenue
PO Box 591
Milwaukee, Wisconsin 53201-0591
Attn: President - Battery
Fax No.: 414-524-2828

with a copy to:

JOHNSON CONTROLS, INC.
5757 N. Green Bay Avenue
PO Box 591
Milwaukee, Wisconsin 53201-0591
Attn: General Counsel
Fax No.: 414-524-2077

The parties by notice hereunder may designate other addresses to which notices shall be sent.

8.7 Amendments. This Agreement and the Mutual Nondisclosure Agreement dated April 24, 2006 between the Parties, constitutes the entire agreement of the Parties, and supersedes all previous agreements, oral or written, between Buyer and Seller with respect to the subject matter hereof. No amendment or modification to this Agreement shall be binding upon either Party unless it is in writing and is signed by both parties.

8.8 Expenses. Whether or not the transactions contemplated by this Agreement are consummated, Buyer and Seller shall each bear its respective

accounting, legal, financial, advisory and other expenses incurred in connection with the transactions contemplated by this Agreement.

8.9 Headings. The Article and/or Section headings herein are used for convenience of reference only and shall not be deemed a part of this Agreement for any purpose.

8.10 Severability. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, that provision shall be deemed severed to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the parties shall negotiate in good faith to arrive at an alternative replacement provision approximating the parties' original business objective. The remaining provisions hereof shall remain in effect.

8.11 Counterparts. This Agreement may be executed in more than one counterpart, each of which shall for all purposes be deemed to be an original and all of which shall constitute one and the same agreement.

8.12 Third Parties. Nothing contained in this Agreement is intended to or shall be construed to confer upon or give to any person, firm, corporation, association, labor union or trust (other than the Parties, their Affiliates and their respective permitted successors and assigns), any claims, rights or remedies under or by reason of this Agreement.

8.13 Bulk Sales. Buyer hereby waives the requirements, if any, of all applicable bulk sales laws.

8.14 Force Majeure. Each Party shall be temporarily excused from performing its obligations under this Agreement for so long as such performance is prevented or delayed by any event of Force Majeure. The term "**Force Majeure**" shall, for purposes of this Agreement, include: (i) any strike or lockout at the plant of a Party or any of its suppliers; (ii) any act or omission of any government authority; or (iii) any other cause beyond the reasonable control of a Party. A Party affected by an event of Force Majeure shall promptly notify the other Party and shall use its best efforts to overcome and mitigate such event of Force Majeure.

8.15 Excluded Inventory. Within 30 days after Completion, Seller will remove at its sole cost and expense all Inventory not included in the Acquired Assets. Buyer will cooperate with Seller and provide reasonable access to the Facility to facilitate such removal.

THIS AGREEMENT was executed as of the day and year first set forth above.

DELPHI AUTOMOTIVE SYSTEMS LLC

By:_____

Name: **Keith Stipp**

Title: **Finance Director,
Automotive Holdings Group**

JOHNSON CONTROLS, INC.

By:_____

Name: **Gregg M. Sherrill**

Title: **Vice President, and General
Manager
Automotive Systems Group
Battery Division**

EXHIBIT 1.1

<u>Inventory number</u>	<u>Asset</u>	<u>Cap.date</u>	<u>Asset description</u>
DGT004763N01	1000654	12/1/1946	GRADING & LANDSCAPING
DGT004765N01	1000655	12/1/1946	ROADWAY
DGT004766N01	1000656	12/1/1946	SIDEWALKS
DGT004768N01	1000657	12/1/1946	SEWERS-STORM
DGT004770N01	1000658	12/1/1946	SEWERS-SANITARY
DGT004771N01	1000659	4/1/1947	GRADING & LANDSCAPING
DGT004772N02	1000660	12/1/1946	RAILROAD TRACKS & SIDINGS
DGT004774N	1000661	12/1/1946	WATER LINES
DGT004776N	1000662	12/1/1946	TUNNELS
DGT004888N	1000663	6/1/1946	LAND-NEW BRUNSWICK
DGT004911N	1000664	12/1/1953	MAIN BUILDING-WEST ADDITION-SEWERS
DGT004925N	1000665	8/1/1954	MAIN BUILDING-WEST ADDITION-PAVEMENT
DGT004926N	1000666	8/1/1954	RETAINING WALL
DGT008569N	1000667	12/1/1956	ROADWAY
DGT008607N	1000668	3/1/1958	FENCE
DGT008675N	1000669	12/1/1965	LAND-NEW BRUNSWICK
DGT008680N	1000670	4/1/1966	LAND IMPROVEMENTS
DGT008711N	1000671	10/1/1966	PARKING AREA
DGT008712N	1000672	12/1/1966	LIGHTING-OUTSIDE
DGT008725N	1000673	12/1/1968	RAILROAD SIDING
DGT012029N	1000674	10/1/1974	LAND-NEW BRUNSWICK
DGT012052N	1000675	9/1/1976	CONCRETE PAD-PVC
DGT012053N	1000676	9/1/1976	CONCRETE PAD-MATERIAL STORAGE
DGT012054N	1000677	9/1/1976	LEAD RECLAIM BUILDING-CONCRETE PAD F/LEAD STORAGE
DGT012085N	1000678	10/1/1977	ACID MIX BUILDING-CONCRETE PAD
DGT012086N	1000679	10/1/1977	ACID MIX BUILDING-CONCRETE PAD
DGT012087N	1000680	10/1/1977	CONCRETE PAD-REAR OF POWER HOUSE
DGT012087N01	1000681	2/1/1978	CONCRETE PAD-REAR OF POWER HOUSE
DGT012088N	1000682	10/1/1977	RETAINING WALL-WATER TOWER
DGT012110N	1000683	7/1/1978	GRADING & LANDSCAPING
DGT012221N	1000685	2/1/1989	WELLS-MONITORING
DGT012232N	1000686	6/1/1995	STORM WATER COLLECTION/TREATMENT SYSTEM
DGT690066	1000687	11/1/2001	ELIMINATION OF UNDERGROUND PROCESS SEWER
DGT004779N01	2001722	12/1/1946	MAIN BUILDING
DGT004779N02	2001723	11/1/2001	PHASE III VENTILATION REPAIRS
DGT004779N01	2001724	11/1/2001	LIGHTING FIXTURES,PLANT WALL,GAS MAIN
DGT004781N01	2001726	12/1/1946	GATE HOUSE
DGT004910N01	2001727	12/1/1953	MAIN BUILDING-WEST ADDITION
DGT004912N	2001728	12/1/1953	MAIN BUILDING-FIRE PROOF ROOF
DGT004915N	2001729	6/1/1954	HOSE HOUSE
DGT004923N01	2001730	12/1/1954	MAIN BUILDING-WEST ADDITION-ACCESS
DGT004928N02	2001731	12/1/1954	MAIN BUILDING-EAST ADDITION
DGT004928N03	2001732	8/1/1954	MAIN BUILDING-EAST ADDITION
DGT008542N	2001733	5/1/1956	WATER LINES
DGT008570N	2001734	12/1/1956	MAIN BUILDING-EAST ADDITION
DGT008594N	2001735	5/1/1957	MAIN BUILDING-LOCKER ROOM
DGT008649N	2001736	7/1/1962	OIL BUILDING
DGT008650N	2001737	2/1/1963	MAIN BUILDING-MEZZANINE-CASE
DGT008658N	2001738	6/1/1963	WAREHOUSE
DGT008664N	2001739	8/1/1965	MAIN BUILDING-ADDITION-MEZZANINE
DGT008674N	2001740	12/1/1965	MAIN BUILDING-ADDITION
DGT008720N	2001741	12/1/1968	SEWERS-SANITARY
DGT008721N	2001742	12/1/1968	SEWERS-STORM
DGT008738N	2001743	9/1/1970	MAIN BUILDING-MEZZANINE
DGT008744N	2001744	7/1/1971	ROOF-RAISE
DGT012049N	2001745	9/1/1976	LEAD RECLAIM BUILDING
DGT012049N01	2001746	6/1/1977	LEAD RECLAIM BUILDING
DGT012049N02	2001747	8/1/1977	LEAD RECLAIM BUILDING
DGT012050N	2001748	9/1/1976	ACID MIX BUILDING
DGT012050N01	2001749	10/1/1977	ACID MIX BUILDING
DGT012079N	2001750	2/1/1977	CURE ROOM MODIFICATIONS
DGT012092N	2001751	12/1/1977	WASTE TREATMENT BUILDING

DGT012092N01	2001752	5/1/1978 WASTE TREATMENT BUILDING
DGT012113N	2001753	7/1/1978 STORAGE SHED-3 SIDED
DGT012143N	2001754	3/1/1980 TRUCK DOCK ANNEX
DGT012145N	2001755	6/1/1980 BATTERY STORAGE BUILDING
DGT012165N	2001756	7/1/1971 MAIN BUILDING-MEZZANINE
DGT012175N	2001757	6/1/1983 FIRE LOOP
DGT012175N01	2001758	9/1/1984 FIRE LOOP
DGT012175N02	2001759	10/1/1984 FIRE LOOP
DGT012175N03	2001760	11/1/1984 FIRE LOOP
DGT012183N	2001761	12/1/1984 MAIN BUILDING-MEZZANINE
DGT012191N	2001762	8/1/1986 MAIN BUILDING-MEZZANINE-PAINT MIXING
DGT012231N	2001765	6/1/1995 OVERHEAD PROCESS SEWER
DGT105875	2001766	1/1/1998 FRONT ENTRANCE STEPS, RAMPS, RAILS
DGT105877	2001767	11/1/2001 NON-SLIP GRATING, ISLES BTWN CHARGE TABLES & FILL
DGT105909	2001768	1/1/2002 SAFETY STEPS AND HANDRAILS
DGT105922B	2001769	11/1/2001 NON-SLIP GRATING FOR FORMATION FLOOR
DGT105923B	2001770	11/1/2001 FOAM ROOF '98
DGT105928	2001771	1/2/1998 UPGRADE HEATING SYSTEM
DGT690029	2001772	1/2/1998 1996 ROOF REPAIR
DGT690037	2001773	11/1/1998 AUTO SIZE CONTAINMENT DOOR
DGT690038	2001774	11/1/1998 AUTO SIZE CONTAINMENT DOOR
DGT690039	2001775	11/1/1998 AUTO SIZE CONTAINMENT DOOR
DGT690061	2001776	11/1/2001 TRENCH & FOUNDATION FOR THE X-MET LINE
DGT690062	2001777	11/1/2001 MEZZANINE FOR THE X-MET LINE
DGT690063	2001778	11/1/2001 ROOF ENCLOSURE FOR THE X-MET LINE
DGT690100	2001779	11/1/2001 REPLACE LIGHTING ON CHG FLOOR, REPLACE LIGHTING SE
DGT690170	2001780	11/1/2001 OUTDOOR SMOKING SHELTER -- NEW BRUNSWICK BATTERY P
DGT690171	2001781	11/1/2001 OUTDOOR SMOKING SHELTER -- NEW BRUNSWICK BATTERY P
DGT690197	2001782	11/1/2001 SECURITY/FIRE ALARM UPGRADE
DGT72424	2001783	11/1/2001 INSTALL SPRINKLER SYSTEM
DGTB690064	2001784	11/1/2001 INSTALLATION OF MEZZANINE FOR X-MET FROM MUNCIE TO
DGT690110	2004713	9/11/2002 REPAIR BATTERY FORMATION VENTILATION SYSTEM
DGTB690114	2004714	9/11/2002 REPLACE FLOOR IN WET HEAT SEALER AREA
DGTB690090	2004715	9/11/2002 REPAIR WALL OF BUILDING TO NEW CONDITION
DGT690175	2004716	9/11/2002 GREEN GROUP VENTILATION -- NB
DGT690221	2004717	9/11/2002 INSTALL NEW DUCTWORK ON CHARGE FLOOR
DGT690198	2004718	9/11/2002 GUARDING/FIRE PROTECTION TANK FARM
DGT690189	2004719	9/11/2002 VENTILATION COLLECTOR FOR GREEN GROUP LEAN CELL -
DGT690179	2004720	9/11/2002 NEW BRUNSWICK STEAM HOOD UPGRADE
DGT690223	2008539	9/23/2003 DESIGN FOR A NATURAL GAS LINE FOR PLANT
DGT690268	2008540	9/23/2003 HOT WATER HEATER SYS FOR MENS AND WOMENS SHOWER AR
DGT695041	2008556	10/17/2003 FORMATION VENTILATION STACK TOP ACID MIST FILTERS
DGT004779N03	2009360	1/31/2004 PHASE III VENTILATION REPAIRS
DGT012142N01	2009466	1/31/2004 FORMATION VENT REPAIRS/CHARGE TABLE 2 OF 2
DGT012141N01	2009467	3/31/2004 FORMATION VENT REPAIRS/CHARGE TABLE 1 OF 2
DGT004779N04	2009513	6/29/2004 ENGINEERING SERVICES TO LICENSE NEW STACK FOR VENT
DGT690275	2009514	1/1/2004 HEATING UPGRADES FOR PLANT CONVERSION TO NATURAL G
DGT690291	2010088	6/14/2005 FIRE SPRINKLER PROTECTION ON CHARGE FLOOR
DGT004898N	3025115	2/1/1953 PROPANE TANK
DGT008560N	3025119	9/1/1956 POWER EQUIPMENT-EAST
DGT008589N	3025120	3/1/1957 SCREW CONVEYOR
DGT008595N	3025121	5/1/1957 LINES}ELECTR
DGT008599N	3025123	10/1/1957 DUST CNTR EQ
DGT008681N	3025125	9/1/1964 SUBSTATION
DGT008682N	3025126	10/1/1960 SUBSTATIONEQ
DGT008732N	3025127	5/1/1969 COOLING TOWER
DGT008743N	3025128	7/1/1971 SCREW CONVEYOR
DGT008750N	3025129	6/1/1972 BOILER
DGT012003N	3025130	1/1/1973 SWITCHGEAR
DGT012004N	3025131	1/1/1973 RECTIFIER
DGT012004N01	3025132	2/1/1973 TRAILING CHARGES TO TAG #012004N
DGT012005N	3025133	1/1/1973 SWITCHGEAR
DGT012006N	3025134	1/1/1973 RECTIFIER
DGT012007N	3025135	2/1/1973 ACID TANK
DGT012008N	3025136	2/1/1973 ACID TANK
DGT012010N	3025137	2/1/1973 ACID TANK
DGT012011N	3025138	2/1/1973 ACID TANK

DGT012016N	3025139	9/1/1973 CONVEYOR
DGT012017N	3025140	9/1/1973 CONVEYOR
DGT012018N	3025141	9/1/1973 CONVEYOR
DGT012020N	3025143	9/1/1973 CONVEYOR
DGT012021N	3025144	12/1/1973 SUB STATION
DGT012022N	3025145	12/1/1973 CABLE
DGT012023N	3025146	12/1/1973 PLATFORM
DGT012024N	3025147	3/1/1974 VENTILATION
DGT012025N	3025148	3/1/1974 CONVEYOR
DGT012026N	3025149	3/1/1974 VENTILATION
DGT012027N	3025150	3/1/1974 VACUUM SYSTEM
DGT012034N	3025151	8/1/1975 VACUUM TO MOLDING
DGT012036N	3025152	3/1/1976 TRENCHES
DGT012038N	3025153	5/1/1976 VENTILATION
DGT012043N	3025154	8/1/1976 ACID TANK
DGT012044N	3025155	8/1/1976 ACID PUMPING SYSTEM FOR MEZZANINE
DGT012046N	3025156	9/1/1976 VENTILATION FOR LEAD POTS
DGT012047N	3025157	9/1/1976 FINAL ACID FILL
DGT012051N	3025158	9/1/1976 ACID TOP-OFF
DGT012055N	3025159	9/1/1976 SUB-STATION-LEAD STRIP
DGT012055N01	3025160	10/1/1977 ADDITIONAL CHARGES TO TAG #012055N
DGT012057N	3025161	10/1/1976 LEAD MELT FURNACE
DGT012058N	3025162	10/1/1976 FOUNDATION & SUMPS FOR LEAD CASTER
DGT012060N	3025163	12/1/1976 VENTILATION FOR CHARGING UNITS
DGT012060N01	3025164	6/1/1980 ADDITIONAL CHARGES TO TAG #012060N
DGT012062N	3025165	1/1/1977 ACID MIXING SYSTEM
DGT012064N	3025167	1/1/1977 ACID PUMPS RECLAIM
DGT012065N	3025168	1/1/1977 VENTILATION PLATE OVENS
DGT012066N	3025169	1/1/1977 ACID STORAGE TANK
DGT012067N	3025170	1/1/1977 ACID STORAGE TANK
DGT012068N	3025171	1/1/1977 ACID STORAGE TANK
DGT012069N	3025172	1/1/1977 ACID STORAGE TANK
DGT012070N	3025173	1/1/1977 ACID STORAGE TANK
DGT012071N	3025174	1/1/1977 ACID STORAGE TANK
DGT012072N	3025175	1/1/1977 ACID STORAGE TANK
DGT012073N	3025176	1/1/1977 ACID STORAGE TANK
DGT012074N	3025177	1/1/1977 ACID STORAGE TANK
DGT012075N	3025178	1/1/1977 ACID STORAGE TANK
DGT012076N	3025179	1/1/1977 ACID STORAGE TANK
DGT012077N	3025180	1/1/1977 ACID STORAGE TANK
DGT012080N	3025181	2/1/1977 COOLING FACILITIES FOR CASTER
DGT012083N	3025182	7/1/1977 SUB STATION LEAD RECLAIM
DGT012095N	3025183	2/1/1978 LINDBURG FURNACE
DGT012096N	3025184	2/1/1978 TRANSFER SYSTEM
DGT012097N	3025185	9/1/1976 STEAMER HOOD
DGT012098N	3025186	9/1/1976 STEAMER HOOD
DGT012099N	3025187	1/1/1977 STEAMER HOOD
DGT012100N	3025188	1/1/1977 STEAMER HOOD
DGT012102N	3025189	4/1/1978 WATER CONTAINMENT
DGT012109N	3025190	12/1/1976 PRIMARY SWITCH GEAR
DGT012109N01	3025191	12/1/1977 TRAILING CHARGE TO TAG #012109N
DGT012109N02	3025192	3/1/1978 TRAILING CHARGE TO TAG #012109N
DGT012117N	3025193	10/1/1978 CONVEYOR SYSTEM
DGT012118N	3025194	10/1/1978 ACID FILL STATION
DGT012119N	3025195	10/1/1978 REPAIR STATIONS (2)
DGT012120N	3025196	11/1/1978 EXTEND TRENCH/X-MET LINE
DGT012121N	3025197	11/1/1978 AIR MAKEUP UNIT
DGT012122N	3025198	12/1/1978 AIR MAKE UP SYSTEM
DGT012122N01	3025199	10/1/1979 ADDITIONAL CHARGES TO TAG #012122N
DGT012123N	3025200	12/1/1978 BATROLIFE MEZZANINE
DGT012124N	3025201	1/1/1979 CONVEYOR FROM SETTLING CHAMBER
DGT012125N	3025202	2/1/1979 VENTILATION TUNNEL-EXTENSION
DGT012128N	3025205	3/1/1979 ROLLER TYPE CONVEYOR
DGT012129N	3025206	3/1/1979 INCLINE BELT CONVEYOR
DGT012130N	3025207	4/1/1979 POWER DROPS/C O S & PREHEAT
DGT012131N	3025208	5/1/1979 CONVEYOR FROM COLLECTOR
DGT012132N	3025209	8/1/1979 VENT FOR ELEMENT ASSEMBLY

DGT012132N01	3025210	9/1/1979 TRAILING CHARGE TO TAG #012132N
DGT012137N	3025212	9/1/1979 OVERHEAD CONVEYOR
DGT012138N	3025213	9/1/1979 ELECTRIC CABLE & DROPS
DGT012139N	3025214	9/1/1979 SETTLING CHAMBER
DGT012140N	3025215	11/1/1979 LEAD DROP & CONTROLS FOR BARTON POT
DGT012141N	3025216	12/1/1979 CHARGE TABLES
DGT012142N	3025217	12/1/1979 CHARGE TABLES
DGT012146N	3025218	6/1/1980 LEAD MELT POT
DGT012147N	3025219	6/1/1980 VENTILATION F/POT
DGT012148N	3025220	6/1/1980 ELECTRIC CABLE & BUSWAY
DGT012150N	3025222	6/1/1980 COOLING TOWER
DGT012151N	3025223	12/1/1980 EXTEND TRENCHES FOR CONVEYOR
DGT012152N	3025224	12/1/1980 STORAGE RACKS & SPRINKLER
DGT012152N01	3025225	12/1/1981 TRAILING CHARGE TO TAG #012152N
DGT012154N01	3025226	1/1/1998 UPGRADE STORM WATER TREATMENT PLANT
DGT012156N	3025227	12/1/1980 RECEIVING OFFICE
DGT012159N	3025229	12/1/1981 CHARGE TABLES
DGT012160N	3025230	12/1/1981 (14) CHARGE TABLES
DGT012161N	3025231	2/1/1982 VENTILATION SYSTEM
DGT012162N	3025232	2/1/1982 LOAD/UNLOAD CONVEYOR
DGT012163N	3025233	6/1/1982 COLLECTOR
DGT012164N	3025234	6/1/1980 VESTIBULE
DGT012166N	3025235	9/1/1982 OWENS CORNING ACID TANK
DGT012167N	3025236	1/1/1983 BACK UP BAG COLLECTION FOR DR 95995
DGT012168N	3025237	1/1/1983 BACK UP BAG COLLECTION FOR DR95996
DGT012169N	3025238	1/1/1983 BACK UP BAG COLLECTION FOR DR95997
DGT012170N	3025239	1/1/1983 BACK UP BAG COLLECTION FOR DR95998
DGT012171N	3025240	1/1/1983 BACK UP BAG COLLECTION FOR DR95999
DGT012172N	3025241	1/1/1983 BACK UP BAG COLLECTION FOR DR96000
DGT012173N	3025242	1/1/1983 BACK UP BAG COLLECTION FOR DR105751
DGT012174N	3025243	1/1/1983 BACK UP BAG COLLECTION FOR DR105752
DGT012176N	3025244	12/1/1983 OXIDE ELEVATORS & CONVEYORS
DGT012176N01	3025245	10/1/1983 MATERIAL HANDLING SYSTEM AT PASTE MIX
DGT012181N	3025246	9/1/1984 POWER ROLLER CONVEYOR
DGT012182N	3025247	12/1/1984 ACID & WATER SYSTEM
DGT012184N	3025248	12/1/1984 VENTILATION F/3 PAINT MIXERS
DGT012185N	3025249	4/1/1985 WOMEN'S REST ROOM-WEST
DGT012186N	3025250	5/1/1985 WOMEN'S LOCKER/SHOWER-EAST
DGT012187N	3025251	12/1/1985 CONVEYOR & VENTILATION FOR 6 TABLES
DGT012188N	3025252	1/1/1986 ROOF EXHAUSTERS
DGT012194N	3025253	2/1/1987 ACID PIT
DGT012200N	3025256	5/1/1987 TRANSFER CONVEYORS(ALL)
DGT012202N	3025257	10/1/1987 #26(82'CHG TABLE CONV)
DGT012203N	3025258	10/1/1987 #27(82'CHG TABLE CONV)
DGT012204N	3025259	10/1/1987 #28(82'CHG TABLE CONV)
DGT012205N	3025260	10/1/1987 #29(82'CHG TABLE CONV)
DGT012206N	3025261	10/1/1987 #30(82'CHG TABLE CONV)
DGT012207N	3025262	10/1/1987 82 FT. CONVEYOR (#31)
DGT012208N	3025263	10/1/1987 #32(82'CHG TABLE CONV)
DGT012209N	3025264	10/1/1987 #33(82'CHG TABLE CONV)
DGT012210N	3025265	12/1/1987 #1 X-MET LINE(OFFBEAR CONV)
DGT012211N	3025266	5/1/1988 POWERED ROLLER CONV(4)
DGT012212N	3025267	5/1/1988 VENT FOR CAST ON STRAP MACH
DGT012215N	3025268	1/1/1989 CHARGE TABLE(CONCRETE WORK)
DGT012216N	3025269	1/1/1989 CHARGE TABLE(CONCRETE WORK)
DGT012217N	3025270	1/1/1989 CHARGE TABLE(CONCRETE WORK)
DGT012218N	3025271	1/1/1989 CHARGE TABLE(CONCRETE WORK)
DGT012219N	3025272	1/1/1989 CHARGE TABLE(CONCRETE WORK)
DGT012220N	3025273	1/1/1989 CHARGE TABLE(CONCRETE WORK)
DGT012222N	3025274	6/30/1989 CAPITALIZABLE MAINT.
DGT012223N	3025275	3/1/1990 VENTILATION FOR (8) BATTERY CHARGE TABLES
DGT012224N	3025276	9/1/1990 TEMPERATURE CONTROL
DGT012225N	3025277	1/1/1991 COS CONTROL
DGT012228N	3025278	7/1/1994 WASTE WATER TREATMENT SYSTEM
DGT012230N	3025280	8/1/1995 ACID LEVELER
DGT012233N	3025281	3/1/1995 AUTOMATIC LABELING MACHINE
DGT012234N	3025282	1/1/1996 RESERVE CAPACITY TESTERS (12)

DGT012236N	3025284	1/1/1996 110 OZ CONVERSION
DGT014722N	3025285	6/1/1977 BAYSTONE PLATE STEAMER
DGT014729N	3025286	6/1/1977 OXIDE SCREW CONVEYOR SYSTEM
DGT014737N	3025287	7/1/1977 SCREW CONVEYOR
DGT014738N	3025288	7/1/1977 SCREW CONVEYOR
DGT015201N	3025289	12/1/1979 INSULATE STEAMER HOODS (6)
DGT020031D01	3025298	2/1/1947 LATHES-ENGIN
DGT020059D01	3025300	12/1/1946 DRILL-STANDA
DGT020726D01	3025301	7/1/1947 MIX CONVEYOR
DGT021837D	3025305	2/1/1956 SETTLING CHR
DGT021838D	3025306	2/1/1956 BARTON POT
DGT021840D	3025307	2/1/1956 12R}DUSTCOLL
DGT022488D	3025308	3/1/1957 COMPRESSORS}
DGT022506D	3025309	4/1/1957 RECTIFIERS}E
DGT022510D	3025310	5/1/1957 BARTON POT
DGT022511D	3025311	5/1/1957 SETTLING CHR
DGT022530D	3025312	10/1/1957 RECTIFIERS}E
DGT028031N	3025315	6/1/1996 ALLEN BRADLEY CONTROL
DGT028785N	3025316	10/31/1989 ACID DUMP SYSTEM
DGT028855N	3025317	11/1/1991 CENTRIFUGAL BLOWER
DGT056948D	3025318	6/1/1956 GRINDER
DGT058830D	3025319	6/1/1957 BARTON POT
DGT060227D	3025320	6/1/1954 BARTON POT
DGT060228D	3025321	6/1/1954 BARTON POT
DGT060229D	3025322	6/1/1954 BARTON POT
DGT060230D	3025323	6/1/1954 SET}CHAMBER
DGT060231D	3025324	6/1/1954 SET}CHAMBER
DGT060232D	3025325	6/1/1954 SET}CHAMBER
DGT060233E	3025327	11/1/2001 MODIF OF MISC LINE STROKER, PLATFORM, LEFT AND TAB
DGT060279D	3025329	11/1/1960 POWER ROLLER
DGT060295D	3025330	7/1/1961 IMPACT TESTI
DGT066940D	3025331	6/1/1946 LATHE
DGT069865D	3025333	2/1/1963 LATHE
DGT070211D	3025335	6/1/1963 TOLEDO SCALE
DGT070253D	3025336	8/1/1963 MILLING MACHINE
DGT070255D	3025337	8/1/1963 SURFACEGRIND
DGT071020D	3025338	5/1/1964 LATHE
DGT071037D	3025339	7/1/1964 MILLING MCH
DGT071058D	3025340	12/1/1964 BOILER
DGT071087D	3025343	12/1/1965 BOILER
DGT072221D	3025346	8/1/1966 EL AS SECT
DGT072222D	3025347	9/1/1969 DUST COLLECTOR
DGT072223D	3025348	9/1/1969 MATL COLL SYS
DGT072239D	3025352	4/1/1967 LATHE
DGT072280D	3025360	10/1/1968 CONVEYORS
DGT072284D01	3025361	3/1/1970 STARTER
DGT072292D	3025366	6/1/1970 MOLD TEMP CONTR
DGT083874D	3025367	5/1/1966 RECTIFIER
DGT087857D	3025381	7/1/1970 PLATE SAW
DGT087872D	3025385	2/1/1971 CONVEYOR
DGT093030D	3025386	12/1/1973 PASTE MIXER
DGT095313D	3025390	7/1/1971 PASTE MIXER
DGT095328D	3025392	4/1/1972 HACKSAW
DGT095330D	3025394	5/1/1973 DUST COLLECTOR
DGT095351D	3025416	9/1/1973 CONVEYOR
DGT095352D	3025417	9/1/1973 CONVEYOR
DGT095353D	3025418	9/1/1973 GRANULATOR
DGT095354E	3025420	11/1/2001 M & L FOR MODIF OF MAIN LINE STACKER PLATFORM, L/R
DGT095355D	3025421	9/1/1973 CAST ON STRAP
DGT095356D	3025422	9/1/1973 CAST ON STRAP
DGT095357D	3025423	9/1/1973 CAST ON STRAP
DGT095358D	3025424	9/1/1973 CAST ON STRAP
DGT095359D	3025425	9/1/1973 SPOT FACE CONVEYOR
DGT095363D	3025427	9/1/1973 EXT FUSION CONV
DGT095364D	3025428	9/1/1973 AIR TEST CONVEYOR
DGT095365D	3025429	9/1/1973 LABLER CONV
DGT095369D	3025432	9/1/1973 LEAK TEST

DGT095370D	3025433	9/1/1973 DATE CODE
DGT095372D	3025434	9/1/1973 LEAD POT
DGT095373D	3025435	9/1/1973 LEAD POT
DGT095374D	3025436	9/1/1973 LEAD POT
DGT095375D	3025437	9/1/1973 LEAD POT
DGT095376D	3025438	9/1/1973 VACUUM SYSTEM STACKER
DGT095382D	3025439	9/1/1973 TEMPERATURE CONTROL
DGT095383D	3025440	9/1/1973 HEAT SEAL MACHINE
DGT095384D	3025441	9/1/1973 HEAT SEAL MACHINE
DGT095385D	3025442	9/1/1973 HEAT SEAL MACHINE
DGT095387D	3025443	12/1/1973 AIR COMPRESSOR
DGT095398D	3025446	3/1/1974 LIFT TRUCK
DGT095399D	3025447	3/1/1974 SLITTER
DGT095400D	3025448	3/1/1974 SLITTER
DGT095603D	3025450	10/1/1974 DUST COLLECTOR
DGT095604D	3025451	10/1/1974 DUST COLLECTOR
DGT095610D	3025452	1/1/1975 HEAT SEAL MACHINE
DGT095612D	3025453	4/1/1975 CONVEYOR SYSTEM
DGT095614D	3025454	9/1/1975 SOFTENING TANK
DGT095615D	3025455	9/1/1975 SOFTENING TANK
DGT095620D	3025456	1/1/1976 EXT-FUSION MACHINE
DGT095620D01	3025457	3/1/1976 ADDITIONAL CHARGES TO TAG #095620D
DGT095621D	3025458	2/1/1976 HOIST
DGT095622D	3025459	5/1/1976 DIELECTRIC LINE
DGT095628D	3025462	5/1/1976 BRIDGE HOIST
DGT095638D	3025472	6/1/1976 SKID RACK
DGT095639D	3025473	6/1/1976 SKID RACK
DGT095640D	3025474	6/1/1976 SKID RACK
DGT095641D	3025475	6/1/1976 SKID RACK
DGT095646D	3025476	9/1/1976 BUTT WELDER
DGT095647D	3025477	9/1/1976 BUTT WELDER
DGT095654D	3025479	7/1/1976 HI-RATE TEST
DGT095657D	3025480	7/1/1976 SCRAP CONVEYOR SYSTEM
DGT095658D	3025481	7/1/1976 CONVEYOR
DGT095661D	3025484	9/1/1976 DE-REELER
DGT095662D	3025485	9/1/1976 DE-REELER
DGT095663D	3025486	9/1/1976 DE-REELER
DGT095664D	3025487	9/1/1976 DE-REELER
DGT095666D	3025489	9/1/1976 EXPANDING PRESS
DGT095670D	3025491	9/1/1976 LUG FORM PRESS
DGT095671D	3025492	9/1/1976 LUG FORM PRESS
DGT095674D	3025495	9/1/1976 MODICON-PASTE LINE
DGT095675D	3025496	9/1/1976 MODICON-PASTE LINE
DGT095676D	3025497	8/1/1979 OVEN CONVERSION
DGT095677D	3025498	8/1/1979 OVEN CONVERSION
DGT095681D	3025501	9/1/1976 PARTS CONVEYOR F/250 TON MOLD MACHINE
DGT095682D	3025502	9/1/1976 PARTS CONVEYOR F/250 TON MOLD MACHINE
DGT095685D	3025503	9/1/1976 CONVEYOR FOR PASTE MACHINE
DGT095688D	3025504	9/1/1976 PILOT HOLE PIERCE
DGT095689D	3025505	9/1/1976 PILOT HOLE PIERCE
DGT095698D	3025510	10/1/1976 BATTERY CHARGER LAB. FACILITIES
DGT095801D	3025511	10/1/1976 COLLECTION SYSTEM FOR OFFBEAR
DGT095801D01	3025512	10/1/1978 COLLECTION SYSTEM FOR OFFBEAR
DGT095801D02	3025513	8/1/1979 VENT & CURE OVEN
DGT095803D	3025515	10/1/1976 FOUR-ARM STORAGE TURNSTILE
DGT095804D	3025516	10/1/1976 SPECTROGRAPH
DGT095807D	3025518	12/1/1976 ROLLING MILL 7 STAND
DGT095809D	3025519	12/1/1976 CHARGING UNITS BATTERIES
DGT095809D01	3025520	12/1/1978 TRAILING CHARGE TO TAG #095809D
DGT095809D02	3025521	6/1/1980 ADDITIONAL CHARGES TO TAG #095809D
DGT095810D	3025522	12/1/1976 CHARGING UNITS BATTERIES
DGT095810D01	3025523	12/1/1978 TRAILING CHARGE TO TAG #095810D
DGT095810D02	3025524	6/1/1980 TRAILING CHARGE TO TAG #095810D
DGT095811D	3025525	12/1/1976 CHARGING UNITS BATTERIES
DGT095811D01	3025526	12/1/1978 TRAILING CHARGE TO TAG #095811D
DGT095811D02	3025527	6/1/1980 TRAILING CHARGE TO TAG #095811D
DGT095812D	3025528	12/1/1976 CHARGING UNITS BATTERIES

DGT095812D01	3025529	12/1/1978 TRAILING CHARGE TO TAG #095812D
DGT095812D02	3025530	6/1/1980 TRAILING CHARGE TO TAG #095812D
DGT095818D	3025531	1/1/1977 HEAT SEAL FINAL COVER
DGT095821D	3025532	1/1/1977 TURNSTILE
DGT095822D	3025533	1/1/1977 S O C INSERTER
DGT095823D	3025534	1/1/1977 COIL UP UNIT
DGT095826D	3025535	2/1/1977 WATER CHILLER PASTE MIXING
DGT095829D	3025538	4/1/1977 COIL UP UNIT
DGT095830D	3025539	4/1/1977 COIL UP UNIT
DGT095831D	3025540	6/1/1977 PULL BOX CASTER
DGT095832D	3025541	6/1/1977 PULL BOX CASTER
DGT095836D	3025542	10/1/1977 FRONT END LOADER
DGT095837D	3025543	10/1/1977 CHILLER FOR PULL BOX-20 TON
DGT095839D	3025545	10/1/1977 COIN ROLL
DGT095840D	3025546	10/1/1977 COIN ROLL
DGT095842D	3025547	10/1/1977 ROLLING MILL-7 STAND
DGT095843D	3025548	6/1/1976 SKID RACK
DGT095845D	3025549	12/1/1977 CHARGING UNIT
DGT095845D01	3025550	12/1/1978 TRAILING CHARGE TO TAG #095845D
DGT095846D	3025551	12/1/1977 CHARGING UNIT
DGT095846D01	3025552	12/1/1978 TRAILING CHARGE TO TAG #095846D
DGT095848D	3025553	12/1/1977 CHARGING UNIT
DGT095848D01	3025554	12/1/1978 TRAILING CHARGE TO TAG #095848D
DGT095849D	3025555	12/1/1977 CHARGING UNIT
DGT095849D01	3025556	12/1/1978 TRAILING CHARGE TO TAG #095849D
DGT095850D	3025557	12/1/1977 CHARGING UNIT
DGT095850D01	3025558	12/1/1978 TRAILING CHARGE TO TAG #095850D
DGT095854D	3025559	12/1/1977 CHARGING UNIT
DGT095854D01	3025560	12/1/1978 TRAILING CHARGE TO TAG #095854D
DGT095858D	3025561	12/1/1977 CHARGING UNIT
DGT095858D01	3025562	12/1/1978 TRAILING CHARGE TO TAG #095858D
DGT095859D	3025563	12/1/1977 CHARGING UNIT
DGT095859D01	3025564	12/1/1978 TRAILING CHARGE TO TAG #095859D
DGT095860D	3025565	12/1/1977 CHARGING UNIT
DGT095860D01	3025566	12/1/1978 TRAILING CHARGE TO TAG #095860D
DGT095861D	3025567	12/1/1977 CHARGING UNIT
DGT095861D01	3025568	12/1/1978 TRAILING CHARGE TO TAG #095861D
DGT095862D	3025569	12/1/1977 CHARGING UNIT
DGT095862D01	3025570	12/1/1978 TRAILING CHARGE TO TAG #095862D
DGT095868D	3025571	3/1/1978 TEST UNIT AND MODULES
DGT095870D	3025572	4/1/1978 COVER HEAT SEAL
DGT095872D	3025573	9/1/1978 BUTT WELDER
DGT095873D	3025574	9/1/1978 DEREELER
DGT095874D	3025575	9/1/1978 DEREELER
DGT095877D	3025576	9/1/1978 LUG FORM PRESS
DGT095878D	3025577	9/1/1978 ROTARY CUT OFF MACHINE
DGT095879D	3025578	9/1/1978 PILOT HOLE PIERCE PRESS
DGT095880D	3025579	9/1/1978 PLATE DRYING OVEN
DGT095882D	3025581	6/1/1976 SKID RACK
DGT095883D	3025582	6/1/1976 SKID RACK
DGT095884D	3025583	7/1/1978 THERMO CARE WATER CHILLER
DGT095885D	3025584	8/1/1978 FULLER BAG COLLECTOR
DGT095885D01	3025585	9/1/1978 TRAILING CHARGE TO TAG #095885D
DGT095887D	3025586	9/1/1978 CAMBER SENSOR
DGT095888D	3025587	11/1/1978 LABEL MACHINE
DGT095889D	3025588	12/1/1978 BATTERY CHARGING UNIT
DGT095890D	3025589	12/1/1978 BATTERY CHARGING UNIT
DGT095891D	3025590	12/1/1978 BATTERY CHARGING UNIT
DGT095892D	3025591	12/1/1978 BATTERY CHARGING UNIT
DGT095893D	3025592	12/1/1978 BATTERY CHARGING UNIT
DGT095894D	3025593	12/1/1978 BATTERY CHARGING UNIT
DGT095895D	3025594	12/1/1978 BATTERY CHARGING UNIT
DGT095896D	3025595	12/1/1978 BATTERY CHARGING UNIT
DGT095897D	3025596	12/1/1978 BATTERY CHARGING UNIT
DGT095898D	3025597	12/1/1978 BATTERY CHARGING UNIT
DGT095899D	3025598	12/1/1978 BATTERY CHARGING UNIT
DGT095900D	3025599	12/1/1978 BATTERY CHARGING UNIT

DGT095901A	3025600	11/1/2001 REBUILD #4 AIR COMPRESSOR - ORIGINAL TAG REFERENCE
DGT095901D	3025601	12/1/1978 AIR COMPRESSOR
DGT095901D01	3025602	7/1/1991 ADDL CHG(STRUCTURE OF COMPRESSOR)
DGT095902D	3025603	2/1/1979 BASE FOR STACKER
DGT095903D	3025604	2/1/1979 FREEZER
DGT095906D	3025606	2/1/1979 FILL IN CONVEYOR
DGT095907D	3025607	2/1/1979 FILL IN CONVEYOR
DGT095908D	3025608	2/1/1979 FILL IN CONVEYOR
DGT095909D	3025609	2/1/1979 CONVEYOR TO STORAGE
DGT095910D	3025610	2/1/1979 CONVEYOR TO STORAGE
DGT095911D	3025611	2/1/1979 CONVEYOR TO STORAGE
DGT095912D	3025612	2/1/1979 CONVEYOR TO STORAGE
DGT095915D	3025614	4/1/1979 RIB TRIM MACHINE
DGT095916D	3025615	4/1/1979 TOP TERM ALIGNMENT MACHINE
DGT095919D	3025618	4/1/1979 CHILLER-15 TON
DGT095920D	3025619	5/1/1979 TEMPERATURE CONTROLLER
DGT095923D	3025620	7/1/1979 HEAT SEAL MACHINE
DGT095925D	3025622	7/1/1979 CASE GATHERING CONVEYOR FROM COS
DGT095927D	3025624	7/1/1979 CAMBER SENSOR
DGT095928D	3025625	7/1/1979 CAMBER SENSOR
DGT095932D	3025628	8/1/1979 OSI PLATE DRY OVEN
DGT095933D	3025629	8/1/1979 OSI PLATE DRY OVEN
DGT095934D	3025630	8/1/1979 5 STATION EXT FUSION MACHINE
DGT095935D	3025631	8/1/1979 SLITTER & CHOPPER
DGT095936D	3025632	8/1/1979 SLITTER & CHOPPER
DGT095937D	3025633	8/1/1979 COOLING CHAMBER
DGT095938D	3025634	8/1/1979 GROUP PALLET CONVEYOR
DGT095940D	3025635	8/1/1979 WORK PLATFORM FOR (2) CAST ON STRAP
DGT095942D	3025636	9/1/1979 SCREW CONVEYOR SYSTEM
DGT095943D	3025637	9/1/1979 PASTE RECLAIM SYSTEM
DGT095944D	3025638	9/1/1979 TENNENT FLOOR SWEEPER
DGT095944D01	3025639	9/1/1979 ADDITIONAL CHARGES TO TAG #095944D
DGT095946D	3025641	10/1/1979 CAST ON STRAP
DGT095947D	3025642	10/1/1979 GREEN GROUP SHORT TEST CONVEYOR
DGT095948D	3025643	10/1/1979 LEAK TEST CONVEYOR
DGT095949D	3025644	10/1/1979 GREEN GROUP SHORT TEST CONVEYOR
DGT095950D	3025645	10/1/1979 GREEN SHORT TEST CONVEYOR
DGT095953D	3025646	12/1/1979 CONVEYOR TO CHARGING TABLES
DGT095955D	3025649	12/1/1979 HOPPER AND CONVEYOR
DGT095957D	3025650	12/1/1979 VENTILATION SYSTEM
DGT095958D	3025651	12/1/1979 LEAK TEST
DGT095961D	3025652	12/1/1979 DROTT DECK CRANE
DGT095965D	3025655	2/1/1980 ROCKWELL BAND SAW
DGT095971D	3025657	6/1/1980 TIG WELDER
DGT095972D	3025658	6/1/1980 TIG WELDER
DGT095973D	3025659	6/1/1980 TIG WELDER
DGT095975D	3025660	6/1/1980 TIG WELD CONVEYOR SYSTEM
DGT095985D	3025666	12/1/1981 PASTE MIXER
DGT095985D01	3025667	12/1/1983 INSTRUMENTS FOR/PASTE MIXER
DGT095986D	3025668	12/1/1981 PASTE MIXER
DGT095986D01	3025669	12/1/1983 INSTRUMENTS FOR/PASTE MIXER
DGT095987D01	3025670	7/1/1984 INSTRUMENTS FOR/PASTE MIXER
DGT095989D	3025671	12/1/1981 STOCK DEREELER
DGT095990D	3025672	12/1/1981 STOCK DEREELER
DGT095991D	3025673	12/1/1981 STRETCH WRAP MACHINE
DGT095992D	3025674	12/1/1982 SINGLE STAND MILL
DGT095993D	3025675	12/1/1982 WATER CHILLER
DGT095993D01	3025676	1/1/1983 WATER CHILLER
DGT095994D	3025677	12/1/1982 WATER CHILLER
DGT095994D01	3025678	1/1/1983 WATER CHILLER
DGT095995D	3025679	12/1/1980 VENTILATION F/COLLECTION SYSTEM
DGT095996D	3025680	12/1/1980 VENTILATION F/COLLECTION SYSTEM
DGT095997D	3025681	12/1/1982 VENILATION F/COLLECTION SYSTEM
DGT095998D	3025682	12/1/1982 VENTILATION F/COLLECTION SYSTEM
DGT095999D	3025683	12/1/1982 VENTILATION F/COLLECTION SYSTEM
DGT096000D	3025684	12/1/1982 VENTILATION F/COLLECTION SYSTEM
DGT098187D	3025690	12/1/1972 DUST COLLECTOR

DGT098361D01	3025691	10/31/1989 REBUILD MOLDING MACHINE
DGT098361D02	3025692	3/1/1992 ADDL CHG(700 T MOLDING MACH)
DGT100287D	3025696	6/1/1977 EXPAND PRESS
DGT100297D	3025698	6/1/1977 PASTE MIXER
DGT100306D	3025699	6/1/1977 BUTT WELDER
DGT100312D	3025700	6/1/1977 DEREELER
DGT100315D	3025701	6/1/1977 DEREELER
DGT100470D	3025702	9/1/1977 TIG TOP TERM BURN MACHINE
DGT102070D	3025703	7/1/1978 LUG TRIM PRESS
DGT102099D	3025704	8/1/1978 OSI PLATE DRY OVEN
DGT102511D	3025708	7/1/1979 SLITTER & CHOPPER
DGT102513D	3025709	7/1/1979 CAMBER SENSORS
DGT104491	3025710	2/1/1998 LEVELATOR
DGT104492	3025711	2/1/1998 LEVELATOR
DGT104493	3025712	2/1/1998 LEVELATOR
DGT104494	3025713	2/1/1998 LEVELATOR
DGT104495	3025714	2/1/1998 LEVELATOR
DGT104496	3025715	2/1/1998 LEVELATOR
DGT104497	3025716	2/1/1998 LEVELATOR
DGT104498	3025717	2/1/1998 LEVELATOR
DGT104499	3025718	2/1/1998 LEVELATOR
DGT104500	3025719	2/1/1998 LEVELATOR
DGT104501	3025720	2/1/1998 LEVELATOR
DGT104502	3025721	2/1/1998 LEVELATOR
DGT105567D	3025724	6/1/1983 STRETCH WRAP MACHINE
DGT105650D	3025725	8/1/1983 SINGLE STAND MILL
DGT105751D	3025726	12/1/1982 VENTILATION F/COLLECTION SYSTEM
DGT105752D	3025727	12/1/1982 VENTILATION F/COLLECTION SYSTEM
DGT105753D	3025728	2/1/1983 TRABON LUBE SYSTEM
DGT105754D	3025729	2/1/1983 TRABON LUBE SYSTEM
DGT105755D	3025730	2/1/1983 SINGLE STAND MILL
DGT105756D	3025731	3/1/1983 DIESEL FIRE PUMP
DGT105757D	3025732	3/1/1983 ELECTRIC FIRE PUMP
DGT105758D	3025733	3/1/1983 JOCKEY PUMP
DGT105761D	3025734	12/1/1983 HYDRAULIC PASTE BOX
DGT105762D	3025735	12/1/1983 HYDRAULIC PASTE BOX
DGT105763D	3025736	12/1/1983 ROTARY PILOT HOLE MACHINE
DGT105764D	3025737	12/1/1983 ROTARY PILOT HOLE MACHINE
DGT105765D	3025738	12/1/1983 TANK FOR MIXER
DGT105766D	3025739	12/1/1983 TANK FOR MIXER
DGT105769D	3025741	6/1/1984 LABEL MACHINE
DGT105770D	3025742	8/1/1984 TIG WELDER
DGT105770D01	3025743	1/1/1995 ADDITIONAL CHARGES TO TAG #105770
DGT105771D	3025744	8/1/1984 TIG WELDER
DGT105771D01	3025745	1/1/1995 ADDITIONAL CHARGES TO TAG #105771
DGT105772D	3025746	8/1/1984 TIG WELDER
DGT105772D01	3025747	1/1/1995 ADDITIONAL CHARGES TO TAG #105772
DGT105773D	3025748	8/1/1984 TIG WELDER
DGT105773D01	3025749	1/1/1995 ADDITIONAL CHARGES TO TAG #105773
DGT105774D	3025750	10/1/1984 PILOT HOLE MACHINE
DGT105775D	3025751	12/1/1984 HEVI DUTY TRANSFORMER-300KVA LIGHTING
DGT105776D	3025752	12/1/1984 TANK FOR MIXER
DGT105777D	3025753	1/1/1985 HYDRAULIC PASTE BOX
DGT105781D	3025754	1/1/1985 BATTERY WASHER
DGT105787D	3025756	12/1/1985 EXPANDER PRESS #2
DGT105789D	3025757	8/1/1986 HI STACKER TIERING TRUCK
DGT105790D	3025758	8/1/1986 HI STACKER TIERING TRUCK
DGT105795D	3025759	9/1/1986 EPANDER PRESS #1LINE
DGT105796D	3025760	10/1/1986 PASTE MACH LINE#1
DGT105797D	3025761	10/1/1986 BUTT WELDER LINE#1
DGT105798D	3025762	10/1/1986 PASTE MIXER LINE #1
DGT105800D	3025763	10/1/1986 HOT RUNNER CONTROLLER(500T CINN MOLD)
DGT105801D	3025764	10/1/1986 MOLD MONITOR MACH #12(500T MOLD MACH)
DGT105802D	3025765	10/1/1986 PARTS CONV(25T MOLD MACH)15'&7'
DGT105805D	3025766	2/1/1987 EXPANDER PRESS LN#1
DGT105806D	3025767	2/1/1987 COVER HEAT SEAL
DGT105807D	3025768	4/1/1987 FINAL COVER FILT PLACER

DGT105810D	3025770	9/1/1987 CONV-HANDLE PLACEMENT
DGT105811D	3025771	5/1/1988 CHARGE PANEL
DGT105812D	3025772	5/1/1988 CHARGE PANEL
DGT105817D	3025773	2/1/1988 S.O.C. PROGRAMMABLE CONTROLLER
DGT105818D	3025774	2/1/1988 S.O.C. PROGRAMMABLE CONTROLLER
DGT105820D	3025775	2/1/1988 15T WATER CHILLER
DGT105822D	3025776	5/1/1988 CAST ON STRAP MACH
DGT105823D	3025777	5/1/1988 HI-RATE TESTER(5575L&R)
DGT105824D	3025778	5/1/1988 AIR BLAST SYS BLOWER
DGT105825D	3025779	5/1/1988 TOP TERM TIG BURN MACH
DGT105826D	3025780	5/1/1988 HI-RATE CONVEYOR
DGT105828D	3025782	11/1/1988 CHARGE FLOOR PROCESS FAN
DGT105830D	3025784	12/1/1988 LABEL MACHINE
DGT105831D	3025785	1/1/1989 SPOT FACE MACHINE
DGT105832D	3025786	1/1/1989 SPOT FACE MACHINE
DGT105834D	3025787	8/31/1989 AUTO STRETCH WRAP UNIT
DGT105837D	3025788	10/31/1989 LEAD SULFATE RECOVERY SYSTEM
DGT105839D	3025790	2/1/1990 CONVEYOR
DGT105840D	3025791	2/1/1990 90 DEGREE EXIT CONV(RIGHT SIDE INFEED OHB)
DGT105842D	3025793	8/1/1973 TRUCK POWERED SHOP
DGT105843D	3025794	3/1/1980 TRUCK-POWERED-SHOP
DGT105845D	3025795	8/1/1976 TRUCK-POWERED-SHOP
DGT105846D	3025796	5/1/1991 ROTARY DRUM PASTE MACH
DGT105847D	3025797	5/1/1991 ROTARY DRUM PASTE MACH
DGT105848D	3025798	5/1/1991 ROTARY DRUM PASTE MACH
DGT105849D	3025799	5/1/1991 ROTARY DRUM PASTE MACH
DGT105854D	3025802	12/1/1991 PRESTRETCH UNIT
DGT105856D	3025803	1/1/1993 ENCLOSURE F/3 DOORS
DGT105865D	3025804	3/1/1994 SPIROMETER
DGT105869D	3025806	2/28/1995 (9)TOLEDO SCALE WEIGHT CONTROLLERS
DGT105870D	3025807	1/1/1996 AUTOMATIC PALLETIZER
DGT105870E	3025808	11/1/2001 AUTOMATIC PALLETIZER
DGT105871	3025809	2/28/1997 (B) ULTRASONIC WELDER
DGT105871A	3025810	12/1/1998 TRAILING CHARGE TO DGT105871
DGT105871D	3025811	1/1/1987 GENIE BOOM ELECTRIC MAN LIFT
DGT105872D	3025813	3/1/1983 CLARK WALKING STYLE ELECTRIC SWEEPER/SCRUBBER
DGT105873	3025814	7/31/1997 AUTO OFF-BEAR SYS
DGT105874	3025816	7/31/1997 HEATING SYSTEM (UPGRADE)
DGT105876	3025817	11/1/2001 LEAD OXIDE VENTILATION ON XMET
DGT105878	3025818	11/1/2001 SYNTRON BOWL CONVERSION
DGT105880	3025819	11/1/2001 REBUILD CHANGE TABLE
DGT105881	3025820	11/1/2001 REBUILD CHARGE TABLES
DGT105883	3025821	11/1/2001 MANCOOLERS FOR C.O.S.
DGT105884	3025822	11/1/2001 REPAIR PERSON COOLERS - X-MET
DGT105886	3025824	11/1/2001 ROLLING MILL DRIVE UNIT
DGT105887	3025825	11/1/2001 REPLACE MODICON CONTROLLERS
DGT105888	3025826	11/1/1997 SAND FILTER
DGT105890	3025828	11/1/1997 POWERED SWEEPER
DGT105892	3025829	11/1/1997 HOT MELT EQUIPMENT
DGT105894	3025832	11/1/1997 RETENTION AREA
DGT105895	3025833	11/1/2001 LASER DATE CODE-CELL #1
DGT105897	3025834	11/1/2001 HI RATE MACHINE FOR LEAN CELL #1
DGT105898	3025835	11/1/2001 AIRCHECK FOR LEAN CELL #1
DGT105899	3025836	11/1/2001 AIRCHECK PANEL FOR LEAN CELL #1
DGT105902	3025837	11/1/2001 CARTON PRINTER MACHINE CELL #1
DGT105903	3025838	11/1/2001 HANDLE PLACER MACHINE
DGT105906	3025839	11/1/2001 LOW VOLUME SHRINK WRAP MACHINE
DGT105907	3025840	11/1/2001 HIGH SPEED SHRINK WRAP MACHINE
DGT105908	3025841	11/1/2001 INKJET PRINTER CELL #1
DGT105911	3025842	11/1/2001 DESIGN OF ACID HANDLING SYSTEM
DGT105912	3025843	11/1/2001 PLANT UPGRADES FOR LEAN CELLS
DGT105913	3025844	11/1/2001 LABEL JET LABELLER
DGT105914	3025845	11/1/2001 LABEL JET LABELLER
DGT105915	3025846	11/1/2001 LABEL JET LABELLER
DGT105916	3025847	11/1/2001 LABEL JET LABELLER
DGT105917	3025848	11/1/2001 LABEL JET LABELLER
DGT105918	3025849	11/1/2001 LABEL JET LABELLER

DGT105920	3025850	11/1/2001 HEAT SEAL FOR MISC. LINE
DGT105921	3025851	11/1/2001 POLY STORAGE ELIMINATION EQUIPMENT TO MOVE PLASTI
DGT105924	3025852	11/1/2001 QC LAB BITRODE CYCLER FOR NEW BRUNSWICK
DGT106102D	3025853	6/1/1984 PILOT HOLE MACHINE
DGT106164D	3025854	9/1/1984 BRIDGEPORT TAPE MILL
DGT106164D01	3025855	10/1/1984 TRAILING CHARGE TO TAG #106164D
DGT109106D	3025858	12/1/1988 PASTE MACH(ROTARY DRUM)
DGT111097D	3025859	4/1/1993 BOILER CONTROL FOR #1
DGT111098D	3025860	4/1/1993 BOILER CONTROL FOR #2
DGT111099D	3025861	4/1/1993 BOILER CONTROL FOR #3
DGT111100D	3025862	4/1/1993 BOILER CONTROL FOR #4
DGT111673D	3025864	7/1/1994 RED LEAD STORAGE SYSTEM
DGT111673D01	3025865	7/1/1994 ADDITIONAL CHARGES TO TAG #111673D
DGT111673D02	3025866	1/1/1995 TRAILING CHARGES TO TAG #111673D
DGT111674D	3025867	7/1/1994 RED LEAD DELIVERY SYSTEM
DGT111674D01	3025868	7/1/1994 TRAILING CHARGE TO TAG #111674D
DGT112844	3025870	4/28/1999 INFORMATION BOARD
DGT113107	3025871	7/31/1997 ROBOT
DGT690000	3025872	1/2/1998 LEVELATOR
DGT690001	3025873	1/2/1998 LEVELATOR
DGT690002	3025874	1/2/1998 LEVELATOR
DGT690003	3025875	1/2/1998 LEVELATOR
DGT690004	3025876	1/2/1998 LEVELATOR
DGT690005	3025877	1/2/1998 LEVELATOR
DGT690006	3025878	1/2/1998 LEVELATOR
DGT690007	3025879	1/2/1998 LEVELATOR
DGT690008	3025880	1/2/1998 LEVELATOR
DGT690009	3025881	1/2/1998 LEVELATOR
DGT690010	3025882	1/2/1998 LEVELATOR
DGT690011	3025883	1/2/1998 LEVELATOR
DGT690012	3025884	1/2/1998 LEVELATOR
DGT690013	3025885	1/2/1998 LEVELATOR
DGT690014	3025886	1/2/1998 LEVELATOR
DGT690015	3025887	1/2/1998 LEVELATOR
DGT690016	3025888	8/1/1998 TIG WELDER
DGT690017	3025889	1/2/1998 DOCK LOCK
DGT690018	3025890	1/2/1998 DOCK LOCK
DGT690019	3025891	1/2/1998 DOCK LOCK
DGT690021	3025893	1/2/1998 DOCK LOCK
DGT690022	3025894	1/2/1998 DOCK LOCK
DGT690023	3025895	1/2/1998 DOCK LOCK
DGT690024	3025896	1/2/1998 DOCK LOCK
DGT690025	3025897	1/2/1998 DOCK LOCK
DGT690027	3025899	1/2/1998 SITE SIGN (DELPHI)
DGT690028	3025900	4/1/1998 PERFORATOR LINE UPC
DGT690030	3025901	11/1/1998 LIFT TABLE
DGT690031	3025902	11/1/1998 LIFT TABLE
DGT690032	3025903	11/1/1998 LIFT TABLE
DGT690033	3025904	11/1/1998 NON SLIP FLOOR COATING-EXPANDER&PASTE MACH. AREAS
DGT690034	3025905	11/1/1998 TRANSFORMER
DGT690035	3025906	11/1/1998 LABEL MACHINE
DGT690036	3025907	11/1/1998 ALARMED FEEDER TO FIRE PUMP HOSE
DGT690040	3025908	11/1/1998 AUXILLARY REMOTE FIRE DEPT CONNECTION
DGT690041	3025909	11/1/1998 AUTOMATIC PLATE STACKER SYS W/CONTROLS F/X-MET1
DGT690042	3025910	11/1/1998 AUTOMATIC PLATE STACKER SYS W/CONTROLS F/X-MET2
DGT690043	3025911	11/1/1998 AUTOMATIC PLATE STACKER SYS W/CONTROLS F/X-MET3
DGT690044	3025912	1/2/1998 ROBOT
DGT690045	3025913	1/2/1998 ROBOT
DGT690046	3025914	1/2/1998 ROBOT
DGT690047	3025915	1/2/1998 ROBOT
DGT690048	3025916	11/1/1998 ABB-IRB 6400 ROBOT FOR AUTOMATIC PLATE HANDLING
DGT690049	3025917	11/1/1998 ABB-IRB 6400 ROBOT FOR AUTOMATIC PLATE HANDLING
DGT690050	3025918	11/1/1998 ABB-IRB 6400 ROBOT FOR AUTOMATIC PLATE HANDLING
DGT690051	3025919	11/1/1998 ABB-IRB 6400 ROBOT FOR AUTOMATIC PLATE HANDLING
DGT690052	3025920	1/2/1998 AUTOMATED ORIENTATION ROBOT
DGT690053	3025921	1/2/1998 TITAN CENTRAL CHILL
DGT690054	3025922	1/2/1998 AIR DRYER

DGT690055	3025923	1/2/1998 AIR DRYER
DGT690056	3025924	11/1/2001 BRIDGE CRANE
DGT690057	3025925	1/1/1999 NEW BRUNSWICK STORM WATER TREATMENT
DGT690058	3025926	11/1/2001 DUST COLLECTION SYSTEM FOR THE X-MET LINE
DGT690060	3025927	11/1/2001 ELECTRICAL DISTRIBUTION SYSTEM FOR THE X-MET LINE
DGT690065	3025928	11/1/2001 COULTER COUNTER PER DAVE MCCORD - MEASURES OXIDE P
DGT690068	3025929	11/1/2001 HEAT SEAL MACHINE #1
DGT690069	3025930	11/1/2001 HEAT SEAL MACHINE #2
DGT690070	3025931	11/1/2001 HEAT SEAL MACHINE #3
DGT690071	3025932	11/1/2001 HEAT SEAL MACHINE #4
DGT690072	3025933	11/1/2001 CONVERT BOILERS TO-ONLY MARK GOODWIN AUTHORIZATION
DGT690073	3025934	11/1/2001 ACID TANK
DGT690074	3025935	11/1/2001 ACID TANK
DGT690075	3025936	11/1/2001 ACID TANK
DGT690076	3025937	11/1/2001 ACID TANK
DGT690077	3025938	11/1/2001 NEW AIR WASHER FAN - INSTALLED
DGT690078	3025939	11/1/2001 NEW AIR WASHER FAN - INSTALLED
DGT690081	3025940	11/1/2001 BLOWER UNIT FOR AIR WASHER
DGT690082	3025941	1/1/2002 BLOWER UNIT FOR AIR WASHER
DGT690111	3025942	11/1/2001 FEED WATER PUMP #1 IN POWER PLANT
DGT690112	3025943	11/1/2001 FEED WATER PUMP #2 IN POWER PLANT
DGT690113	3025944	11/1/2001 BUSS DUCT UPGRADE
DGT690115	3025945	11/1/2001 FORMATION TABLE - PURCHASE & INSTALLATION
DGT690116	3025946	11/1/2001 FORMATION TABLE - PURCHASE & INSTALLATION
DGT690117	3025947	11/1/2001 FORMATION TABLE - PURCHASE & INSTALLATION
DGT690118	3025948	11/1/2001 FORMATION TABLE - PURCHASE & INSTALLATION
DGT690119	3025949	11/1/2001 FORMATION TABLE - PURCHASE & INSTALLATION
DGT690120	3025950	11/1/2001 FORMATION TABLE - PURCHASE & INSTALLATION
DGT690122	3025951	11/1/2001 SHEET METAL SHEAR
DGT690123	3025952	11/1/2001 SONIC WELDER SYSTEM
DGT690124	3025953	11/1/2001 HIGH VOLTAGE GREEN GRP TEST MACHINE
DGT690125	3025954	11/1/2001 HIGH VOLTAGE GREEN GRP TEST MACHINE
DGT690126	3025955	11/1/2001 AERIAL PLATFORM TRUCK - NEW
DGT690129	3025957	1/1/2002 PHASE II REPAIRS TO FORMATION VENTILATION - PROCES
DGT690132	3025958	11/1/2001 BATTERY LAB AIR CONDITIONER, UPGRADE
DGT690134	3025959	1/1/2002 SEPARATE PROPANE SYSTEMS FOR PROD PROC, PLANT BOIL
DGT690135	3025960	11/1/2001 WALMART J240H T BATTERY, APPLICATOR AND TUBING
DGT690136	3025961	11/1/2001 WALMART J240H T BATTERY, ELECTRICAL CONTROLS
DGT690137	3025962	11/1/2001 WALMART J240H T BATTERY, ELECTRICAL CONTROLS
DGT690138	3025963	11/1/2001 WALMART J240H T BATTERY, ENGINEERING DESIGN
DGT690139	3025964	11/1/2001 WALMART J240H T BATTERY, HOIST
DGT690140	3025965	11/1/2001 LEAD STRIP MILL (FROM MUNCIE)
DGT690141	3025966	11/1/2001 WALMART J240 HT BATTERY, MQ 2 MTL
DGT690147	3025967	11/1/2001 LIFT & ROTATE TABLE # 1 FOR BATTERY PLATE SKIDS
DGT690148	3025968	11/1/2001 LIFT & ROTATE TABLE # 2 FOR BATTERY PLATE SKIDS
DGT690149	3025969	11/1/2001 LIFT & ROTATE TABLE # 3 FOR BATTERY PLATE SKIDS
DGT690150	3025970	11/1/2001 LIFT & ROTATE TABLE # 4 FOR BATTERY PLATE SKIDS
DGT690151	3025971	11/1/2001 LIFT & ROTATE TABLE # 5 FOR BATTERY PLATE SKIDS
DGT690152	3025972	11/1/2001 LIFT & ROTATE TABLE # 6 FOR BATTERY PLATE SKIDS
DGT690153	3025973	11/1/2001 LIFT & ROTATE TABLE # 7 FOR BATTERY PLATE SKIDS
DGT690156	3025974	11/1/2001 LIFT & ROTATE TABLE # 8 FOR BATTERY PLATE SKIDS
DGT690157	3025975	11/1/2001 LIFT & ROTATE TABLE # 9 FOR BATTERY PLATE SKIDS
DGT690158	3025976	11/1/2001 LIFT & ROTATE TABLE # 10 FOR BATTERY PLATE SKIDS
DGT690159	3025977	11/1/2001 LIFT & ROTATE TABLE # 11 FOR BATTERY PLATE SKIDS
DGT690160	3025978	11/1/2001 LIFT & ROTATE TABLE # 12 FOR BATTERY PLATE SKIDS
DGT690161	3025979	11/1/2001 LIFT & ROTATE TABLE # 13 FOR BATTERY PLATE SKIDS
DGT690162	3025980	11/1/2001 LIFT & ROTATE TABLE # 14 FOR BATTERY PLATE SKIDS
DGT690163	3025981	11/1/2001 ACID RECLAIM PUMP # 1
DGT690164	3025982	11/1/2001 ACID RECLAIM PUMP # 2
DGT690165	3025983	11/1/2001 WALMART J240HT BATTERY, SCRAP COLLECTION SYSTEM
DGT690166	3025984	11/1/2001 INSTALL EQUIP TRANS FROM TRENTON
DGT690168	3025985	11/1/2001 HOOD FOR OPERATOR QUALITY TESTING EQUIPMENT
DGT690169	3025986	11/1/2001 ACID ABSORPTION TESTER
DGT690176	3025987	11/1/2001 HEAT EXCHANGER FOR WASH TUNNEL - NB
DGT690177	3025988	1/1/2002 PERSONNEL VACUUM SYS. ON CLEAN AREA DOORWAY (1 OF
DGT690178	3025989	11/1/2001 INSTALL HIGH SPEED ROLLUP DOOR TO SHIPPING DEPT
DGT690181	3025990	11/1/2001 REPLACE CHARGE TABLE BLOWER

DGT690194	3025991	11/1/2001 BOILER CONTROLLER (1 OF 3)
DGT690195	3025992	11/1/2001 BOILER CONTROLLER (2 OF 3)
DGT690196	3025993	11/1/2001 BOILER CONTROLLER (3 OF 3)
DGT690218	3025994	1/1/2002 PERSONNEL VACUUM SYS. IN CLEAN AREA DOORWAY (2 OF
DGT690219	3025995	1/1/2002 PERSONNEL VACUUM SYS. IN CLEAN AREA DOORWAY (3 OF
DGT690220	3025996	1/1/2002 PERSONNEL VACUUM SYS. IN CLEAN AREA DOORWAY (4 OF
DGT720001	3025997	4/28/1999 ACID FILL MACHINE
DGT720002	3025998	4/28/1999 MOD. TO VR
DGT720007	3025999	4/28/1999 50 AMP RECTIFIER
DGT720010	3026000	4/28/1999 UPDATE STACKER SYSTEM
DGT72383	3026001	11/1/2001 REBUILD 700 MOLDING MACHINE
DGT72395	3026002	1/1/2002 CAST ON STRAP CONTROLS
DGT72396	3026003	1/1/2002 PROPANE BACK UP SYSTEM FOR BOILERS
DGT72413	3026004	1/1/2002 AUTO PLATE STIELER SYSTEM CONTROLS #4
DGT74405	3026005	11/1/2001 ACID FILL/PREWASH MACHINE CELL #1
DGT74406	3026006	11/1/2001 ACID MIX SYSTEM CELL #1
DGT74407	3026007	11/1/2001 WASHER/DRYER FOR FINISHED BATTERIES CELL #1
DGT74408	3026008	11/1/2001 BITROBE HIRATE CELL #1
DGTEX095387D	3026009	11/1/2001 CAPITALIZABLE MAINTENANCE - RECONDITION I.R. AIR C
DGT018263N	3026024	1/1/1979 CASE GATHERING CONVEYOR
DGT018358N	3026079	10/1/1986 HOT RUNNER CONTROLLER SYSTEM
DGT018359N	3026080	10/1/1986 HOT RUNNER CONTROLLER SYSTEM
DGT018360N	3026081	10/1/1986 HOT RUNNER CONTROLLER SYSTEM
DGT018361N	3026082	10/1/1986 HOT RUNNER CONTROLLER SYSTEM
DGT018362N	3026083	10/1/1986 HOT RUNNER CONTROLLER SYSTEM
DGT081436D	3026331	11/1/1974 STRAP CAST MACHINE
DGT081437D	3026332	11/1/1974 STRAP CAST MACHINE
DGT081438D	3026333	11/1/1974 STRAP CAST MACHINE
DGT091798D	3026399	12/1/1977 CAST ON STRAP MACHINE
DGT101707D	3026558	7/1/1985 STRETCH WRAP MACHINE
DGT101750D	3026598	1/1/1988 OSI OVEN-ENERGY RECOVERY SYSTEM
DGT081611D	3027025	4/1/1977 VACUUM SYSTEM FOR INCAPTULATORS
DGT081622D	3027033	7/1/1977 PLATE ENCAPSULATOR
DGT081623D	3027035	7/1/1977 PLATE ENCAPSULATOR
DGT081648D	3027064	8/1/1977 SPECTROGRAPH
DGT081649D	3027066	8/1/1977 HEAT SEAL MACHINE FINAL
DGT081650D	3027067	8/1/1977 HEAT SEAL MACHINE FINAL
DGT081651D	3027068	8/1/1977 HEAT SEAL MACHINE FINAL
DGT081693D	3027101	10/1/1977 TEMPERATURE CONTROL FOR TERMINAL
DGT081705D	3027112	11/1/1977 FINAL COVER LEAK TEST
DGT081743D	3027130	9/1/1978 BUTT WELDER
DGT095750D	3027192	12/1/1976 X MAT EXPANDING PRESS
DGT095758D	3027208	12/1/1976 PASTE MIXER
DGT096940D	3027221	5/1/1972 WATER CHILLER
DGT100166D	3027229	4/1/1977 TIG BURN MACHINE
DGT100357D	3027246	7/1/1977 EDGE TRIM & CHOPPER UNIT
DGT100485D	3027251	9/1/1977 ENCAPSULATOR
DGT100486D	3027252	9/1/1977 ENCAPSULATOR
DGT103764D	3027269	9/1/1978 GROUP ALIGN CONVEYOR MACHINE
DGT103775D	3027277	12/1/1978 ENCAPSULATION & COLLATION MACHINE
DGT103776D	3027279	12/1/1978 ENCAPSULATION & COLLATION MACHINE
DGT103780D	3027283	1/1/1979 COVER HEAT SEAL
DGT103780D01	3027284	3/1/1979 TRAILING CHARGE TO TAG #103780D
DGT103794D	3027288	4/1/1979 GREEN GROUP SHORT TEST CONVEYOR #1
DGT103815D	3027299	7/1/1979 STRAP CAST STATION
DGT103833D	3027307	10/1/1979 WATER CHILLER-15 TON
DGT103848D	3027313	12/1/1979 DC DC MODULE
DGT103849D	3027314	12/1/1979 DC DC MODULE
DGT103850D	3027315	12/1/1979 DC DC MODULE
DGT103851D	3027316	12/1/1979 DC DC MODULE
DGT103852D	3027317	12/1/1979 DC DC MODULE
DGT103853D	3027318	12/1/1979 DC DC MODULE
DGT103854D	3027319	12/1/1979 DC DC MODULE
DGT103856D	3027321	12/1/1979 DC DC MODULE
DGT103857D	3027322	12/1/1979 DC DC MODULE
DGT103907D	3027345	11/1/1982 WATER CHILLER
DGT103933D	3027353	9/1/1983 HEAT TREAT FURNACE

DGT104743D	3027392	6/1/1980 BRANSON WELD UNIT
DGT107507D	3027402	1/1/1986 DUST COLLECTOR
DGT107566D	3027438	3/1/1990 EKG MACHINE
DGT107586D	3027452	1/1/1991 GMF ROBOT FOR C.O.S. LINE
DGT107588D	3027454	6/1/1991 JWI LEAD FILTER PRESS
DGT107609D	3027463	1/1/1992 LEBLOND MAKINO LATHE
DGT107619D	3027469	2/1/1992 DIGITAL READOUT FOR LEBLOND LATHE
DGT107621D	3027470	4/1/1992 TEMP CONTROLLER FOR MOLD MACH
DGT107636D	3027479	4/1/1994 SATELLITE SPIROMETER
DGT107647D	3027487	1/1/1994 CHILLER SYSTEM FOR #2 LEAD STRIP
DGT107678D	3027499	7/1/1995 SPRAYMATION HOT MELT EQUIPMENT
DGT107698	3027515	6/30/1997 DIELECTRIC TEST CONTROL
DGT107700	3027517	7/31/1997 AUTO OFF
DGT107723B	3027544	6/1/1999 FORMATION TABLE SYSTEM
DGT107731	3027549	11/1/2001 LIFT TABLE FOR PLATES
DGT107732	3027550	11/1/2001 LIFT TABLE FOR PLATES
DGT107733	3027551	11/1/2001 LIFT TABLE FOR PLATES
DGT107734	3027552	11/1/2001 LIFT TABLE FOR PLATES
DGT107735	3027553	11/1/2001 LIFT TABLE FOR PLATES
DGT107736	3027554	11/1/2001 LIFT TABLE FOR PLATES
DGT107744	3027559	4/1/2000 TOP TERMINAL TIG WELDER
DGT600015	3027596	11/1/2001 44 X 52 4000LB CAPACITY SCISSOR LIFT
DGT600016	3027597	11/1/2001 44 X 55 4000LB CAPACITY SCISSOR LIFT
DGT600017	3027598	11/1/2001 44 X 52 4000LB CAPACITY SCISSOR LIFT
DGT600018	3027599	11/1/2001 44 X 52 4000LB CAPACITY SCISSOR LIFT
DGT600019	3027600	11/1/2001 44 X 52 4000LB CAPACITY SCISSOR LIFT
DGT600020	3027601	11/1/2001 44 X 52 4000LB CAPACITY SCISSOR LIFT
DGT600043	3027617	11/1/2001 SEPERATOR ROLL LIFT, JIB CRANE, AND HOIST
DGT600044	3027618	11/1/2001 SEPERATOR ROLL LIFT, JIB CRANE AND HOIST
DGT600045	3027619	11/1/2001 PROTOTYPE WATER BATH FORMATION SYSTEM
DGT600049	3027622	11/1/2001 FORMATION CHARGING TABLE #3
DGT600056	3027625	11/1/2001 ROBOT TO LOAD BATTERY GROUPS INTO CAST-ON-STRAP MA
DGT600106	3027656	11/1/2001 WALMART J240HT BATT, SCRAP COLLECTION SYSTEM
DGT690101	3051124	9/11/2002 SEPARATOR LIFTING JIB CRANE AND HOIST
DGT690099	3051125	9/11/2002 DELPHI MACHINE TO TEST BATTERY CELLS FOR SHORTS
DGT690097	3051126	9/11/2002 DELPHI WATER COOLING STATION
DGT690095	3051127	9/11/2002 DELPHI STRETCH/PERFORATE MACHINE
DGT690094	3051128	9/11/2002 DELPHI GROUP LOADING MACHINE STATION
DGT690093	3051129	9/11/2002 DELPHI TOP TERMINAL COVER SPIN MACHINE
DGT690092	3051130	9/11/2002 DELPHI GROUP LOADING MACHINE STATION
DGT690102	3051131	9/11/2002 SEPARATOR LIFTING JIB CRANE AND HOIST
DGT690187	3051132	9/11/2002 (#6) COS HOIST & FRAME PLUS INSTALLATION
DGT690186	3051133	9/11/2002 (#5) COS HOIST & FRAME PLUS INSTALLATION
DGT690185	3051134	9/11/2002 (#4) COS HOIST & FRAME PLUS INSTALLATION
DGT690184	3051135	9/11/2002 (#3) COS HOIST & FRAME PLUS INSTALLATION
DGT690183	3051136	9/11/2002 (2) COS HOIST & FRAME PLUS INSTALLATION
DGT690182	3051137	9/11/2002 (#1) COS HOIST & FRAME PLUS INSTALLATION
DGT690103	3051138	9/11/2002 FILTRATION SYSTEM FOR CHILLED WATER SUPPLY
DGT690212	3051139	9/11/2002 WELDER #8
DGT690211	3051140	9/11/2002 WELDER #7
DGT690210	3051141	9/11/2002 WELDER #6
DGT690209	3051142	9/11/2002 WELDER #5
DGT690208	3051143	9/11/2002 WELDER #4
DGT690207	3051144	9/11/2002 WELDER #3
DGT690206	3051145	9/11/2002 WELDER #2
DGT690213	3051146	9/11/2002 WELDER #9
DGT690083	3051147	9/11/2002 BIG JOE LIFT TRUCK (REV. 1)
DGT105901	3051148	9/11/2002 REPLACE HEAT SEALER
DGT105900	3051149	9/11/2002 FIRE PTOTECTION FOR GREEN GROU/ VACUUM EXHAUSTER
DGT105896	3051150	9/11/2002 REPLACE HEAT SEALERS
DGT690216	3051151	9/11/2002 WELDER #12
DGT690215	3051152	9/11/2002 WELDER #11
DGT690214	3051153	9/11/2002 WELDER #10
DGT690188	3051154	9/11/2002 DELPHI MACHINE TO ALIGN TOP TERMINAL POSTS
DGT105910	3051170	9/11/2002 RE ROUTE STORM OUTFALL
72414	3051171	9/11/2002 VACUUM EXHAUSTER
72393	3051172	9/11/2002 REBUILD TWO CHANGE TABLE

DGT690202	3051173	9/11/2002 WATER CONSERVATION SYSTEM FOR BATTERY WASHER
DGT690191	3051174	9/11/2002 MISC CONVEYORS FOR LAYOUT CHANGES TO GRN GRP LEAN
DGT690190	3051175	9/11/2002 VENTILATION COLLECTOR FAN FOR GREEN GROUP LEAN CEL
72370	3051176	9/11/2002 FIRE PROTECTION UPGRADE
DGT690109	3051182	9/11/2002 ROBOT TO LOAD BATTERY GROUPS INTO CAST-ON-STRAP MA
DGT690205	3051183	9/11/2002 WELDER #1
DGT690130	3051209	9/11/2002 LINE INSTALL COSTS FOR MQ 1 VALIDATION
DGT690121	3051210	9/11/2002 DELPHI LEAN COVER TO CASE HEAT SEAL MACHINE
DGT690108	3051211	9/11/2002 INTER. COVER AIR CHECK MACHINE
DGT690107	3051212	9/11/2002 GROUP HOTMELT MACHINE
DGT690106	3051213	9/11/2002 TOP TERMINAL HOTMELT MACHINE
DGT690104	3051214	9/11/2002 DELPHI CAST-ON-STRAP MACHINE REBUILD OF DGS0099445
DGT690096	3051215	9/11/2002 DELPHI SINGLE HEAD EF WELDER MACHINE
DGT690131	3051216	9/11/2002 PRODUCTIVE MTL FOR MQ 1 VALIDATION
DGT690203	3051217	9/11/2002 XMET PASTE MIXER #1 UPGRADE (REPLACES DGT100297D)
DGT690174	3051218	9/11/2002 #2 DR2-NB ENCAPSULATION/COLLATION MACHINE
DGT690173	3051219	9/11/2002 #1 DR2-NB ENCAPSULATION/COLLATION MACHINE
DGT690144	3051220	9/11/2002 UPGRADE BATTERY ACID RETENTION & DIST-TANK & COOLI
DGT690143	3051221	9/11/2002 UPGRADE BATTERY ACID RETENTION & DIST-CONSTR & INS
DGT690142	3051222	9/11/2002 UPGRADE BATTERY ACID RETENTION & DIST & ACID HOUSE
DGT690133	3051223	9/11/2002 NFPA VENTING ON PROPANE REGULATORS
DGT690087	3051228	9/11/2002 DELPHI LEAN TOP TERMINAL TIG WELDER
DGT690086	3051229	9/11/2002 DELPHI LEAN SIDE TERMINAL TIG WELDER
DGT056948	3051230	9/11/2002 OXIDE GRINDER CONTROL PANEL REBUILT
DGT72373	3051408	9/25/2002 replace sulfuric acid tank
DGT72387	3051409	9/25/2002 new brunswick security upgrade
DGT600175	3115835	2/10/2003 #5 DR3 ENCAPSULATION COLLATION MACHINE
DGT600174	3115836	2/10/2003 #4 DR3 ENCAPSULATION COLLATION MACHINE
DGT600173	3115837	2/10/2003 #3 DR3 ENCAPSULATION COLLATION MACHINE
DGT600172	3115838	2/10/2003 #2 DR3 ENCAPSULATION COLLATION MACHINE
DGT600171	3115839	2/10/2003 #1 DR3 ENCAPSULATION COLLATION MACHINE
DGT600176	3115841	2/10/2003 #6 DR3 ENCAPSULATION COLLATION MACHINE
DGT600178	3115842	2/10/2003 LOAD STATION & MAGAZINE FOR ROBOT LOAD
DGT600170	3115843	2/10/2003 ABB ROBOTS (4 OF 4)
DGT600169	3115844	2/10/2003 ABB ROBOTS (3 OF 4)
DGT600168	3115845	2/10/2003 ABB ROBOTS (2 OF 4)
DGT600167	3115846	2/10/2003 ABB ROBOTS (1 OF 4)
DGT600177	3115848	2/10/2003 CONVEYORS FOR DR3
DGT600126	3115866	2/11/2003 #2 DR2-AN ENCAPSULATION/COLLATION MACHINE
DGT600125	3115867	2/11/2003 #1 DR2-AN ENCAPSULATION/COLLATION MACHINE
DGT600060	3115887	2/12/2003 INTERMEDIATE COVER. ASSY. MACHINE FOR MARINE
DGT600203	3115900	2/12/2003 FORMATION TABLE #2
DGT600193	3115907	2/12/2003 OPERATOR ASSIST FOR DR-3 (1 OF 2)GREEN GROUP LEAN
DGT600194	3115908	2/12/2003 OPERATOR ASSIST FOR DR-3 (2 OF 2)GREEN GROUP LEAN
DGT600075	3115918	2/12/2003 HI VOLTAGE GREEN GROUP SHORT CHECK- MISC GREEN GRP
DGT600229	3117571	5/22/2003 LIFT ASSIST FOR DR-3
DGT600230	3117572	5/22/2003 LIFT ASSIST FOR DR-3
DGT600231	3117573	5/22/2003 LIFT ASSIST FOR DR-3
DGT600204	3117578	5/22/2003 CONVEYOR SYSTEM FOR MISC LINE DR-3
DGT600213	3117580	5/22/2003 CONVEYER FOR DR-3 #3&4 ON MISC. LINE
DGT690276	3151172	9/23/2003 BUSS DUCT FOR 1203
DGT690180	3151173	9/23/2003 BACKFLOW PREVENTORS ON WATER MAINS
DGT690267	3151174	9/23/2003 NEW PROCESS BOILER FOR PLATE STEAM HOODS
DGT690262	3151175	9/23/2003 INSTALL NATURAL GAS LINE IN PLANT
DGT690260	3151183	9/23/2003 GRAPHITE HEAT EXCHANGER FOR ACID HOUSE
DGT690263	3151189	9/23/2003 LIFT PUMP #1
DGT690259	3151190	9/23/2003 CHARGE TABLE 25
DGT690258	3151191	9/23/2003 CHARGE TABLE 24
DGT690236	3151192	9/23/2003 NEW CHARGE TABLE
DGT690235	3151193	9/23/2003 NEW CHARGE TABLE
DGT690224	3151194	9/23/2003 INSTALLATION OF MAJOR MECHANICAL, VENTILATION, ELECT
DGT690222	3151195	9/23/2003 DESIGN OF NEW CHARGE TABLE VENTILATION
DGT690265	3151196	9/23/2003 LIFT PUMP #2
DGT695033	3152528	10/17/2003 PASTE MIXER BOWL
DGT690230	3153273	11/22/2003 LUG FORM PILOTED DIE (XMET LINE 3)
DGT690229	3153274	11/22/2003 LUG FORM CUT-OFF MACHINE (XMET LINE 2)
DGT690204	3153275	11/22/2003 BAR CODE ERROR PROOFING PROJECT

DGT690193	3153276	11/22/2003 STATION TO REMOVE FORMATION CHARGE SPOOLS
DGT690283	3153277	11/22/2003 HEAT SEAL MACHINE
DGT690234	3153278	11/22/2003 REFURBISH SIDE TERMINAL PLACEMENT MACHINE
DGT690233	3153279	11/22/2003 REFURBISH TOP TERMINAL PLACEMENT MACHINE
DGT690231	3153280	11/22/2003 NEW SCRAP CONVEYOR (XMET LINE 4)
DGT690228	3153281	11/22/2003 PASTE BOX & RAILS (XMET LINE 1)
DGT690232	3153282	11/22/2003 NEW STRIP WIDTH GAGE (XMET LINE 5)
DGT695034	3153284	11/22/2003 OIL PURIFICATION SYSTEM
DGT690261	3153285	11/22/2003 BUFFER CONVEYOR FOR MISC LINE
DGT690257	3153286	11/22/2003 CONTROLS SYS FOR CUTTING ON THE GRID FUNCTIONS
DGT690256	3153287	11/22/2003 VISION SYS FOR NO SPIN CONDITION AND SPOT FACE QUA
DGT690255	3153288	11/22/2003 SPARE EQUIPMENT TO CUT ON GRID JUNCTIONS (XMET)
DGT690254	3153289	11/22/2003 SCRAP SYSTEM FOR PHASE 1 TO CUT ON GRID JUNCTIONS
DGT690253	3153290	11/22/2003 NEW ACID FILL FOR MAIN LINE (WATERFALL)
DGT690226	3153291	11/22/2003 NEW WASHER AND DRYER FOR MAIN LINE
DGT690155	3153301	11/22/2003 POWER TRANSFORMER # 4 FOR LIFT AND ROTATE TABLES
DGT690154	3153302	11/22/2003 POWER TRANSFORMER # 3 FOR LIFT AND ROTATE TABLES
DGT690146	3153303	11/22/2003 POWER TRANSFORMER # 2 FOR LIFT AND ROTATE TABLES
DGT690145	3153304	11/22/2003 POWER TRANSFORMER # 1 FOR LIFT AND ROTATE TABLES
DGT690067	3153306	11/22/2003 OXIDE EQUIPMENT UPG (REACTOR CONTROLS)
DGT105892A	3153307	11/22/2003 HOT MELT EQUIPMENT (REBUILD)
DGT095660E	3153308	11/22/2003 REFURBISH #2 HEAT SEAL MACHINE
DGT095659E	3153309	11/22/2003 REFURBISH #2 HEAT SEAL MACHINE
DGT600124	3153354	11/25/2003 CONTROLLER FOR TIG WELDER
DGT600123	3153355	11/25/2003 CONTROLLER FOR TIG WELDER
DGT600046	3153358	11/25/2003 GROUP CONVEYOR SYSTEM
DGT012095O	3190741	1/31/2004 CAPITALIZE REBUILT COST (SUBMERSIBLE HEATERS LINDB
DGT690227	3190742	1/31/2004 SLURRY ROOM EQUIPMENT TO RECLAIM PASTE
DGT690278	3190743	1/31/2004 HOT MELT MACHINE OVERHAUL
DGT690192	3190744	1/1/2004 AUTOMATED ASSEMBLY CELL FOR CASES & TERMINAL ASSY'
DGT690250	3190745	1/31/2004 AIR LEAK TEST MACHINE
DGT690273	3190750	1/31/2004 OXIDE DELIVERY SYSTEM
DGT690277	3190751	1/31/2004 INSULATOR DETECTION SYSTEM - MAINLINE
DGT690279	3190752	1/31/2004 INSULATOR DETECTION SYSTEM - MISC LINE
DGT600222	3190754	2/24/2004 #9 DR-3 ENCAPSULATION COLOLATION MACHINE
DGT690264	3190755	1/31/2004 AUTOMATIC INSULATOR INSERTER FOR SATURN BATTERY
DGT690266	3190756	1/31/2004 MACHINE TO INSTALL INSULATOR UNDER SIDE TERMINAL S
DGT690269	3190757	1/1/2004 HIGH RATE MACHINE BASE
DGT690270	3190758	1/31/2004 BITRODE VRL HIGH RATE
DGT690271	3190759	1/31/2004 BITRODE VRL HIGH RATE LOAD
DGT600217	3190800	2/24/2004 LOAD STATION & MAGAZINE FOR ROBOT LOAD
DGT600239	3190808	2/24/2004 CONVEYOR FOR DR-3
DGT600223	3191600	3/30/2004 #10 DR-3 ENCAPSULATION COLLATION MACHINE
DGT600237	3191601	3/30/2004 BATTERY CHARGE TABLE #4
DGT600236	3191602	3/30/2004 BATTERY CHARGE TABLE #3
DGT600235	3191610	3/30/2004 BATTERY CHARGE TABLE #2
DGT600234	3191618	3/30/2004 BATTERY CHARGE TABLE #1
DGT690258A	3192185	4/30/2004 CHARGE TABLE 24
DGT690259A	3192186	4/30/2004 CHARGE TABLE 25
DGT004779N05	3193545	1/1/2004 GENERAL SPENDING FOR MISC. PURCHASES - DESIGN, OUT
DGT012175N04	3193546	6/29/2004 UPGRADE FIRE LOOP AT PLANT
DGT690272	3193547	1/1/2004 HEATING SYSTEM FOR PLANT FOR 350000 CFM
DGT000254	3195184	9/16/2004 RECTIFIER CABINET
DGT000255	3195185	9/16/2004 RECTIFIER CABINET
DGT000256	3195186	9/16/2004 RECTIFIER CABINET
DGT000257	3195187	9/16/2004 RECTIFIER CABINET
DGT098361D03	3215010	11/30/2004 ADDL CHG(700 T MOLDING MACH)
DGT690104A	3215013	11/30/2004 007797 - DELPHI CAST-ON-STRAP M
DGT690295	3215132	12/1/2004 LASER DATE CODE
DGT690296	3215133	12/1/2004 TOP TERMINAL VISION SYSTEM 66 CELL
DGT690288	3220272	2/17/2005 48 HOUR STAND PROCESS LIFT TABLE EQUIPMENT
DGT690289	3220273	2/17/2005 48 HOUR STAND PROCESS SPOTFACE MACHINE
DGT690290	3220274	2/17/2005 48 HOUR STAND PROCESS TOPTIER MACHINE
DGT690297	3220275	2/17/2005 AFTERMARKET LINE AHERN-SOPER LABEL ERROR PROOF
DGT690298	3220276	2/17/2005 MAIN LINE AHERN-SOPER LABEL ERROR PROOF
DGT116709	3220311	1/1/2005 VRL #2
DGT1116710	3220312	1/1/2005 LASER DATE CODE #2

DGT690096A	3220661	3/14/2005 UPGRADE DELPHI SINGLE HEAD EF WELDER MACHINE
DGT690108A	3220663	3/2/2005 INTERMEDIATE COVER AIR CHECK MACHINE
DGT690121A	3220664	3/2/2005 LEAN COVER TO CASE HEAT SEAL MACHINE
DGT690301	3220665	3/2/2005 DR3 PLATE LIFTS
DGT690287	3220669	2/17/2005 48 HR STAND PROCESS STORAGE EQUIP
DGT690307	3222009	1/1/2005 INSTALL DATRONICS INKJET SYSTEM
DGT690043A	3222460	5/9/2005 PLATE STACKER EQUIPMENT UPGRADE
DGT690188A	3222463	5/9/2005 TOP POST ALIGNMENT EQUIPMENT UPGRADE
DGT690173A	3222466	5/9/2005 #1 DR2 ENCAPSULATOR/COALATOR
DGT690299	3223037	6/14/2005 New Xmet Underground Scrap Conveyor
DGT690285	3223038	6/14/2005 SODIUM SULFATE DISPENSING SYSTEM EQUIPMENT
DGW690314	3223256	7/19/2005 MAIN LINE INCLINED CONVEYOR
DGT690293	3223278	7/20/2005 AUTO INSULATOR INSERTION MACH - MAIN LINE
DGT690294	3223279	7/20/2005 AUTO INSULATOR INSERTION MACH-MISC LINE
DGT012161N01	3223280	7/20/2005 INSTALL BAFFLES IN FORMATION TABLES
DGT690310	3223281	7/20/2005 WIRE BRUSH STATION-HONDA/TOYOTA LINE
DGT690317	3223282	7/20/2005 VRL REJECT PRINTER FOR HONDA/TOYOTA LINE
DGT690309	3223283	7/20/2005 VCI APPLICATOR FOR HONDA/TOYOTA LINE
DGT105868D	3223831	1/30/1995 ICE MAKER
DGT690302	3223862	8/24/2005 ROBOTIC LOAD EQUIP FOR COS MACHINE
DGT690311	3223863	8/24/2005 CONTROLS FOR COS - DR3 PROJECT
DGT690286	3223958	8/26/2005 OXIDE REACTOR #5
DGT690324	3223959	8/26/2005 OXIDE REACTOR #6
DGT690292	3224765	9/29/2005 007651 - FORMATION TEMPERATURE MONITORING SYSTEM
DGT690305	3224771	9/29/2005 ROBOT GUARDING SYSTEM #1
DGT690325	3224775	9/29/2005 ROBOT GUARDING SYSTEM #2
DGT690326	3224776	9/29/2005 ROBOT GUARDING SYSTEM #3
DGT690327	3224777	9/29/2005 ROBOT GUARDING SYSTEM #4
DGT690328	3224778	9/29/2005 ROBOT GUARDING SYSTEM#5
DGT690329	3224779	9/29/2005 ROBOT GUARDING SYSTEM#6
DGT690318	3225240	10/17/2005 PACKOUT LEVELATOR FOR HONDA/TOYOTA LINE
DGT690323	3225241	10/17/2005 HONDA/TOYOTA FINISHING LINE MATL
DGT690303	3225242	10/17/2005 INSTALL FINAL COVER PLACER SYSTEM
DGT690315	3226228	11/29/2005 MISC LINE TUNNEL STRUCTURE
DGT690312	3226231	11/29/2005 CONTROLS FOR DR3 CONVEYORS
DGT690316	3226243	11/29/2005 MISC LINE DR3 CONVEYOR
DGT690304	3226254	11/29/2005 GROUP CONVEYOR SYSTEM DR3'S TO ROBOTS - MAIN LINE
DGT690330	3226402	11/29/2005 OSHAWA VRL SCRAP SAW
DGT690331	3226403	11/29/2005 OSHAWA BITRODE UNIT
DGT690332	3226404	11/29/2005 OSHAWA HONDA BANDER SYSTEM-SURPLUS
DGT690308	3226436	12/19/2005 DR#3 CAMCO UNIT 1 OF 3
DGT690334	3226437	12/19/2005 DR#3 CAMCO UNIT 2 OF 3
DGT690335	3226438	12/19/2005 DR#3 CAMCO UNIT 3 OF 3
DGT690333	3227473	1/1/2006 OSHAWA INSPECTION VISION SYSTEM
DGT690322	3227475	1/1/2006 A BRADLEY CONTROLS FOR XMET LINE #4-MTL
DGT105866D	5000713	10/1/1994 GM TKS INFORMATION CENTER
DGT105866D01	5000714	1/1/1995 TRAILING CHARGES TO TAG #105866D

See Exhibit 1.21 for Real Property address

EXHIBIT 1.1(vi)
EXCLUDED RAW MATERIALS

Excluded raw materials Inventory includes the following parts numbers:

Raw Materials	Part Number
PURE LEAD (red +)	9599001
ALUMINUM (white +)	9692001
CALCIUM	9680001
3% ANT LEAD	9595001
100 % TIN	9681001
Polypropylene	9528001
HOT MELT-1213	9521001
DR4 EXPANDER	9672025
DR25 EXPANDER	19060890
POS GMX T/T BUSHING	19062042
NEG GMX T/T BUSHING	19062043
POS T/T BUSHING	10457694
NEG T/T BUSHING	10457695
HI-TEMP SIDE TERM	19057272
LEAD RING	19057273
CHROMA COLOR	9515001
RUBBER O-RING SEAL	19057274
4.6 CRYSTEX PAPER	9661046
3.5 CRYSTEX PAPER	9661035
4.1 CRYSTEX PAPER	9661041
3.75 CRYSTEX PAPER	19060891
LEXAN STRIP	9574002
660 SEPARATOR	10457660
658 SEPARATOR	10457658
196 SEPARATOR	19065196
889 SEPARATOR	19060889
DYNEL FIBER	9502001
SODIUM	9448001
TERMINAL SHEILDS	10496263
WAFER INSULATOR	10454924
INSULATOR ROLL	19065509
FLAME ARRESTORS	1892323
10" Interm Cover -	10472239
9" Interm Cvr	10472230
9" Interm Cvr	10472231
9" Interm Cvr	10472233
9" Interm Cvr	10472235

9" Interm Cvr	10472236
9" Interm Cvr	10472229
10" Interm Cover -	10472241
10" Interm Cover -	10472240
10" Interm Cover -	10472243
10" Interm Cover -	10472245
10" Interm Cover -	10472238

EXHIBIT 1.11

Raw Materials (direct materials) included in the Acquired Assets

Raw Materials	Part Number	STP Qty	UM	Unit	Minimum Inventory
ACID	9402001	45,000	LB	1 Tank	860,000
HYDROMETERS 1124	10491124	1,400	Pcs	Box	5
HYDROMETERS 5478	10495478	1,400	Pcs	Box	5
HYDROMETERS 2595	10492595	1,400	Pcs	Box	5
HYDROMETERS 8954	10498954	1,400	Pcs	Box	5
HYDROMETERS 8957	10498957	1,400	Pcs	Box	5
HYDROMETERS 7495	19057495	1,400	Pcs	Box	5
SLIPSHEETS-	39"X45"	300	Pcs	1 Pallet	8
SLIPSHEETS-	42"X48"	300	Pcs	1 Pallet	5
HONEYCOMB-	37"x44"x1.5	29	Pcs	1 Pallet	16
HONEYCOMB-	42"x44"x1	45	Pcs	1 Pallet	6
13" SHRINKWRAP	10457753	1,368	LB	1 Pallet	3
12" SHRINKWRAP	10453144	1,404	LB	1 Pallet	3
11" SHRINKWRAP	10457752	1,053	LB	1 Pallet	1
10" HANDLE	10457298	5,640	Pcs	1 Pallet	3
9" HANDLE	10457299	5,640	Pcs	1 Pallet	3
8" HANDLE	10457297	5,640	Pcs	1 Pallet	1
NEG SIDE TERMINAL CAP	10467094	4,280	Pcs	Crate	10
POS SIDE TERMINAL CAP	10489952	4,280	Pcs	Crate	10
TOP TERMINAL CAP	10471203	2,000	Pcs	Crate	12
TOP TERMINAL CAP	10471204	2,000	Pcs	Crate	12
TERMINAL ADAPTORS	10469296	1,080	Pcs	Box	3
HOT MELT-1246	9462001	31	LB	Box	2
083 FOAM BLOCK	275083	2,310	Pcs	1 Pallet	2
313 CARTON	10468313	1,000	Pcs	1 Pallet	1
325 CARTON	10468325	1,200	Pcs	1 Pallet	1
327 CARTON	10468327	1,000	Pcs	1 Pallet	1
073 CARTON	10474073	1,000	Pcs	1 Pallet	1
072 CARTON	10474072	1,000	Pcs	1 Pallet	1
561 CARTON	10489561	1,000	Pcs	1 Pallet	1
AC DELCO PLACARD	10457751	4,000	Pcs	Box	8
BU DELPHI PLACARD	10450883	4,000	Pcs	Box	2
GMX Interm Cvr	19063666	1320	Pcs	Pallet	6
GMX Final Cvr	19063668	4224	Pcs	Pallet	2

EXHIBIT 1.13

IUE CONSENT

**IUE-CWA - DELPHI
MEMORANDUM OF AGREEMENT
REGARDING THE SALE OF
DELPHI NEW BRUNSWICK OPERATIONS AND
SPECIAL ATTRITION PROGRAM**

MEMORANDUM OF AGREEMENT entered into this **25th day of May, 2006** between **Delphi Corporation ("Delphi")** and the **International Union, IUE-CWA and IUE-CWA Local 416** (collectively the "**IUE-CWA**" or the "**Union**").

WHEREAS, effective August 1, 2006, Delphi seeks to sell its New Brunswick, New Jersey Operations to **Johnson Controls, Inc. ("JCI")** as an ongoing business consistent with the terms of this Memorandum of Agreement; and

WHEREAS, pursuant to the "Sale of Business" letter attached to the 2003 IUE-CWA-Delphi National Agreement as Document 7, JCI is required to assume the applicable terms of the 2003 IUE-CWA-Delphi National Agreement and to otherwise assume the Local Agreements with respect to New Brunswick; and

WHEREAS, it is the intent of the parties and the purpose of this Memorandum to establish a Special Attrition Program for all but 100 employees of the New Brunswick bargaining unit identified in accordance with seniority and plant staffing requirements and to transfer to JCI approximately 100 of the current Delphi bargaining unit members at the established New Brunswick Tier III rate and JCI benefit level. Therefore, the parties agree as follows:

1. The IUE-CWA agrees that:

A. Document 63 of the 2003 IUE-CWA-Delphi National Agreement is waived as to the sale of the New Brunswick Operations to JCI pursuant to the "New Brunswick Put and Call Agreement" between Delphi and JCI dated June 30, 2005;

B. JCI is not required to assume any contractual neutrality obligations collectively bargained by Delphi and the IUE-CWA; and

C. The International Union, IUE-CWA and Local 416 will continue to discuss Local Agreement modifications aimed at obtaining agreement on wage, benefits and work practices comparable to JCI's existing IUE-CWA bargaining agreements at JCI's St. Joseph, Missouri and Geneva, Illinois sites.

2. Delphi and the IUE-CWA agree on the following Special Attrition Program for all New Brunswick employees on active or on leave status with more than one year of seniority as of 8/1/06 and those employees in protected status assigned to the New Brunswick Operations who, except as to option 2.E. below, are participants in the Delphi Hourly-Rate Employees Pension Plan ("**Delphi HRP**"). Such employee may select one of the options set forth in clauses A through E below, as applicable to such employee:

A. If eligible to retire as of 8/1/06, retire as follows:

(i) \$35,000, less applicable withholdings, for normal or early voluntary retirement (85 points 30 and out, 60 years old with 10 years or more years of credited service) retroactive to October 1, 2005; or

(ii) 50 & 10 Mutually Satisfactory Retirement (MSR).

B. Any employee with at least 27 and less than 30 years of credited service regardless of age will be eligible for special voluntary placement in a pre-retirement program under the following terms:

(i) Employees electing this pre-retirement program must be eligible no later than August 1, 2006.

(ii) Employees will retire without additional incentives when they first accrue 30 years of credited service under the provisions of the Delphi HRP.

(iii) The gross monthly wages while in the program will be:

(a) 29 years credited service \$2,900

(b) 28 years credited service \$2,850

(c) 27 years credited service \$2,800

Wages, without COLA and vacation entitlement, will be paid weekly on an hourly basis (2,080 hours per year) and will remain at that rate until 30 years of credited service is accrued.

(iv) Within ten (10) business days after the first date on which any employees are eligible to receive wage payments in accordance with Paragraph 2.B(iii) above, Delphi will establish a segregated payment account (the "Account") in an amount sufficient to fund the wage payments (the "Ceiling Amount"). The funds in the Account will be available to reimburse Delphi for the payment of weekly wage payments (which will be paid through Delphi's normal payroll process) under Paragraph 2.B(iii) above or for direct wage payments to employees entitled to receive such payments, as described in this Paragraph.

(a) Delphi shall not draw funds from the Account for purposes of this Paragraph until a date (the "Permitted Draw Down Date"), which shall be the later of the Final Election Date or the Adequate Funding Date (see definitions below). Prior to the Permitted Draw Down Date, payments to satisfy the obligations to employee participants pursuant to this Paragraph will be drawn from Delphi's available cash.

(b) If, on the Permitted Draw Down Date, the Anticipated Liability is less than the Ceiling Amount, Delphi shall be permitted to draw such funds out of the Account so that the balance remaining in the Account is equal to the Anticipated Liability.

The Final Election Date shall be the first of the month following the last day on which employees at New Brunswick can make an election to participate in the pre-retirement program described in Paragraph 2.B., or sooner if determined by the IUE-CWA-Delphi National Parties.

The Adequate Funding Date shall be the date on which the Ceiling Amount is greater than or equal to the Anticipated Liability.

The Anticipated Liability shall be an amount, calculated after the Final Election Date, sufficient to pay all of the remaining liabilities under Paragraph 2.B(iii) for all employees who have elected to participate in such program for the full remaining duration of such program. The Anticipated Liability shall be calculated based on the number of eligible employees, the remaining duration of the wage payments, and the applicable pay rates.

(c) The funds in the Account shall be available to satisfy the obligations of this Paragraph and for no other purpose. The Bankruptcy Court order approving this Agreement shall specifically provide that under no circumstances (including but not limited to conversion of Delphi's Chapter 11 cases to Chapter 7 proceedings) shall the assets in the Account be available to satisfy the claims of any party other than the employees. This Agreement is, in its entirety, contingent on entry of an order, which, to the satisfaction of the IUE-CWA and Delphi National Parties provides the protections described in this Paragraph.

C. For current employees who are participants in the Delphi HRP, a buyout of \$140,000 (with ten or more years of seniority) or a buy out of \$70,000 (with less than ten years of seniority), less applicable withholdings, to sever all ties with Delphi, except vested pension benefits. Also, the employees electing this option are eligible for up to \$2,100 per year pursuant to the terms of the Individual Upward Educational Plan for an additional two years beginning 8/1/06 and ending 7/31/08.

D. For current employees who are participants in the Delphi HRP, elect to remain on the active roll for one year and receive one year of health care (at a total cost to Delphi of up to \$15,000 depending on type of enrollee contract), and a weekly payment of \$2,403.84 (assuming \$15,000 enrollee contract), less withholdings, for one year (with ten or more years of seniority) or a weekly payment of \$1,057.69, less withholdings, for one year (with less than ten years of seniority) and sever all ties with Delphi, except vested pension benefits, if any, at the conclusion of the year. Also, the employees electing this option are eligible for up to \$2,100 per year pursuant to the terms of the Individual Upward Educational Plan for an additional two years beginning 8/1/06 and ending 7/31/08.

E. For competitive rate employees, who are not participants in the Delphi HRP, percentage buyout prorated against \$140,000 (with ten or more years of seniority), or against \$70,000 (with less than ten years of seniority but more than one year of seniority) less applicable withholdings, to sever all ties with Delphi. In each case, the buyout is calculated based upon the participant's competitive wage rate as a percentage of the maximum traditional wage rate for the participant's classification.

F. All participants in options A through F will be required to sign a release of all claims, except Workers Compensation claims.

3. New Brunswick employees, except those on a leave of absence, who have not selected, or who are not eligible to participate in one of the options identified above, are eligible for transfer, with seniority, to JCI effective 8/1/2006, at the

established New Brunswick Tier III rate and with JCI Benefit Plans coverages. The offer of employment with JCI will sever all ties to Delphi, except for current vested benefits, if any. Traditional wage rate employees accepting such transfer will receive a \$50,000 buy down (intended to represent an offset to a timed wage and benefit reduction) to the Tier III wage and the existing JCI benefit levels. Such employees transferred to JCI will be required to sign a release of all claims, except Workers Compensation, as a condition for receiving the \$50,000 buy down amount. Employees on a leave of absence, who do not participate in the Special Attrition Program, will be eligible for transfer to JCI upon the conclusion of their leave.

4. It is understood by all parties that JCI will employ approximately one hundred employees at the Tier III wage and JCI benefit levels. In the instance of excess employee participation in the Special Attrition Program, the lowest seniority employees will be retained for transfer to JCI and will not be permitted to participate in this Special Attrition Program, even if previously eligible, thereby providing JCI with a workforce of 100 employees. In the instance of insufficient participation in the Special Attrition Program, the 100 highest remaining seniority employees will transfer to JCI with eligibility for the \$50,000 buy down, if applicable, with the remaining lower seniority employees being separated from Delphi, thereby providing JCI with a workforce of 100 employees. The terms of the Delphi-IUE-CWA Agreements and the ESCOP 2000 Agreement in effect at the time of this Memorandum will apply to all such Tier III employees, unless specifically modified by this Memorandum, and until an Agreement is reached between the IUE -CWA and JCI. JCI is not assuming Delphi's benefit plans and will provide its own retirement benefits to employees who accept employment at New Brunswick, in accordance with the terms of the ESCOP 2000 Agreement.

5. Delphi and the IUE-CWA agree to the following:

A. Delphi will use temporary employees as needed to bridge any difficulties arising from the implementation of the Special Attrition Program;

B. Delphi and the IUE-CWA may agree to use separated employees as contract personnel on a case by case basis as needed to bridge any difficulties arising from the implementation of the Special Attrition Program; and

C. If during the remaining course of Delphi's bankruptcy, materially different Special Attrition Program financial incentives are negotiated between Delphi and the IUE -CWA for the option selected by the employee, it is understood that the employee will not be advantaged or disadvantaged.


6. The parties acknowledge that Delphi's participation in this Agreement is subject to (i) the approval of the U.S. Bankruptcy Court, which approval Delphi will seek at the next scheduled omnibus hearing; and (ii) the Closing of the sale of the New Brunswick Operations to JCI. In the event the Bankruptcy Court does not allow such participation, or the Closing does not occur, Delphi and the IUE-CWA will have no obligations hereunder.


7. A. The parties further agree that this Agreement is without prejudice to any party-in-interest in all other aspects of Delphi's Chapter 11 cases, including by illustration, all collective bargaining matters involving the parties, in any proceedings under Sections 1113 and/or 1114 of the Bankruptcy Code with respect to the IUE-CWA, in any pension termination proceeding under ERISA and/or the Bankruptcy Code, and all claims administration and allowance matters.

B. Nothing in this Agreement, the Bankruptcy Court's approval of this Agreement, or the performance of any obligations hereunder shall limit or otherwise modify: (i) Delphi's rights under Section 4041 of ERISA; or (ii) Delphi's rights under Section 1113 and/or 1114 of the Bankruptcy Code with regard to any obligations which pre-existed this Agreement (including pre-existing obligations referenced within this Agreement), such as (by way of illustration only) the obligation to maintain the hourly pension plan or provide retirees or active employees (including employees/retirees participating in the attrition programs contained in this Agreement) with levels of healthcare or other benefits as specified in pre-existing labor agreements.

C. Nothing contained herein, the Bankruptcy Court's approval of this Agreement, or the performance of any obligations hereunder shall constitute an assumption of any agreement described herein, including, without limitation any collective bargaining agreement between the IUE-CWA and Delphi, nor shall anything herein, the Bankruptcy Court's approval of this Agreement, or the performance of any obligations hereunder, be deemed to create or give rise to an administrative or priority claim or convert a prepetition claim into a postpetition claim or an administrative expense with respect to any party.


Delphi Corporation


International Union, IUE-CWA


Delphi Corporation


International Union, IUE-CWA

Date: 5/26/06

Date: 5-26-06

EXHIBIT 1.21

REAL PROPERTY

U.S: 760 Jersey Avenue
New Brunswick, New Jersey 08903
United States

EXHIBIT 1.22

SALE APPROVAL ORDER

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
: In re : Chapter 11
: :
: DELPHI CORPORATION, et al., : Case No. 05-44481 (RDD)
: :
: Debtors. : (Jointly Administered)
: :
-----X

ORDER UNDER 11 U.S.C. § 363(b) AND FED. R. BANKR. P. 2002 AND 6004 AUTHORIZING AND APPROVING DEBTORS' ENTRY INTO TRANSFER AGREEMENT WITH JOHNSON CONTROLS, INC. PROVIDING FOR (A) SALE OF ACQUIRED ASSETS FREE AND CLEAR OF LIENS, CLAIMS, AND ENCUMBRANCES (B) CONTINUATION AND TRANSITION OF SUPPLY TO JOHNSON CONTROLS, INC. OF BATTERY PRODUCTS OUT OF FITZGERALD FACILITY AND (C) IMPLEMENTATION OF ATTRITION PLAN WITH RESPECT TO NEW BRUNSWICK FACILITY IN ACCORDANCE WITH IUE-CWA MEMORANDUM

("NEW BRUNSWICK TRANSFER ORDER")

Upon the motion, dated May 26, 2006 (the "Motion"), of Delphi Corporation and certain of its subsidiaries and affiliates, debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), for an order (the "Order") pursuant to 11 U.S.C. § 363(b) and Fed. R. Bankr. P. 2002 and 6004 authorizing and approving the Debtors' entry into the Transfer Agreement dated May 26, 2006 by and between Delphi Automotive Systems LLC, a Debtor in these cases, and Johnson Controls, Inc. ("JCI"), a copy of which is attached hereto as Exhibit 1 (together, with the exhibits and schedules attached thereto, the "Transfer Agreement"), providing for (a) sale of certain assets (the "Acquired Assets") of the Debtors' battery manufacturing facility in New Brunswick, New Jersey (the "New Brunswick Facility") free and clear of liens, claims, and encumbrances (the "Sale"), (b) the continuation and transition of supply to JCI of battery products out of the Debtors' manufacturing facility in Fitzgerald, Georgia (the "Fitzgerald Facility"), and (c) implementation of an attrition plan with respect to the New Brunswick facility;

and upon the record of the hearing held on the Motion; and this Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and after due deliberation thereon; and good and sufficient cause appearing therefor, it is hereby
FOUND AND DETERMINED THAT:¹

A. The court has jurisdiction over the Motion and the transactions contemplated by the Transfer Agreement pursuant to 28 U.S.C. §§ 157 and 1334, and this matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A) and (N). Venue of these cases and the Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

B. The statutory predicates for the relief sought in the Motion are sections 363 of 11 U.S.C. §§ 101-1330, as amended (the "Bankruptcy Code"), and Fed. R. Bankr. P. 2002 and 6004.

C. As evidenced by the affidavits of service previously filed with the Court, and based on the representations of counsel at the hearing on the Motion (the "Hearing"), (i) proper, timely, adequate and sufficient notice of the Motion, the Hearing and the sale of the Acquired Assets (as defined in the Transfer Agreement) has been provided in accordance with 11 U.S.C. §§ 102(l) and 363 and Fed. R. Bankr. P. 2002 and 6004, (ii) such notice was good and sufficient, and appropriate under the particular circumstances, and (iii) no other or further notice of the Motion, the Hearing, or the Sale is or shall be required.

¹ Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact when appropriate. See Fed. R. Bankr. P. 7052.

D. Each applicable Debtor (i) has full corporate power and authority to execute the Transfer Agreement and all other documents contemplated thereby, and the transfer and conveyance of the Acquired Assets by the Debtors has been duly and validly authorized by all necessary corporate action of each of the Debtors, (ii) has all of the corporate power and authority necessary to consummate the transactions contemplated by the Transfer Agreement, and (iii) has taken all corporate action necessary to authorize and approve the Transfer Agreement and the consummation by such Debtor of the transactions contemplated thereby, and no consents or approvals, other than those expressly provided for in the Transfer Agreement, are required for each applicable Debtor to consummate such transactions.

E. Approval of the Transfer Agreement and consummation of the Sale at this time are in the best interests of the Debtors, their creditors, their estates, and other parties in interest.

F. The Debtors have demonstrated good, sufficient, and sound business purpose and justification in that, among other things, the Debtors and their advisors diligently and in good faith analyzed all other available options in connection with the disposition of the Acquired Assets and determined that the terms and conditions set forth in the Transfer Agreement, and the transfer to JCI of the Acquired Assets pursuant thereto, represent a fair and reasonable purchase price and constitute the highest and best value obtainable for the Acquired Assets. A sale of the Acquired Assets at this time to JCI pursuant to 11 U.S.C. § 363(b) is the most favorable alternative to minimize the Debtors' losses attributable to the Acquired Assets, and maximizes the Debtors' estates for the benefits of all constituencies. Delaying approval of the Sale might result in JCI's termination of the Transfer Agreement and may result in an

alternative outcome that will achieve less value and cause greater losses for the Debtors, their estates, and their creditors.

G. The Debtors have demonstrated good, sufficient, and sound business purpose and justification regarding the continuation and ultimate transition to JCI of the supply of battery products out of the Fitzgerald Facility pursuant to the Transfer Agreement.

H. The Debtors have demonstrated good, sufficient, and sound business purpose and justification in that, among other things, the Debtors and their advisors diligently and in good faith analyzed the terms and conditions of the IUE-CWA Memorandum (as defined below) and determined that the terms and conditions thereof and in particular the terms and conditions of the IUE-CWA New Brunswick Attrition Plan (as defined below) set forth in the IUE-CWA Memorandum is an appropriate plan under the circumstances and is in the best interests of the Debtors, their estates, and their creditors.

I. A reasonable opportunity to object or be heard with respect to the Motion and the relief requested therein has been afforded to all interested persons and entities, including: (i) the Office of the United States Trustee for the Southern District of New York, (ii) all entities known to have asserted any lien, claim, interest, or encumbrance in or upon the Acquired Assets, including but not limited to environmental, employee, and product liability claims, (iii) all federal, state, and local regulatory or taxing authorities or recording offices, including but not limited environmental regulatory authorities, which have a reasonably known interest in the relief requested by the Motion, (iv) all entities known to have an interest in a transaction with respect to the Acquired Assets during the past six months, (v) the United States Attorney's office, (vi) the United States Department of Justice, (vii) the Securities and Exchange Commission, (viii) the Internal Revenue Service, (ix) all entities on the Master Service List (as defined by the

Supplemental Order Under 11 U.S.C. §§ 102(1) And 105 And Fed. R. Bankr. P. 2002(M), 9006, 9007, And 9014 Establishing Omnibus Hearing Dates And Certain Notice, Case Management, And Administrative Procedures (Docket No. 2883) (the "Supplemental Case Management Order")) and such other entities that are required to be served with notices under the Supplemental Case Management Order, (x) counsel for JCI, (xi) counsel for the Official Committee of Unsecured Creditors appointed in these chapter 11 cases, and (xii) counsel for the Official Committee of Equity Security Holders appointed in these chapter 11 cases.

J. JCI is not an "insider" of any of the Debtors, as that term is defined in 11 U.S.C. § 101(31).

K. The Transfer Agreement was negotiated, proposed, and entered into by the Debtors and JCI without collusion, in good faith, and from arm's-length bargaining positions. Neither the Debtors nor JCI have engaged in any conduct that would cause or permit the Transfer Agreement to be avoided under 11 U.S.C. § 363(n).

L. JCI is a good faith purchaser under 11 U.S.C. § 363(m) and, as such, is entitled to all of the protections afforded thereby.

M. The consideration provided by JCI for the Acquired Assets pursuant to the Transfer Agreement (i) is fair and reasonable, (ii) is the highest and best offer for the Acquired Assets, (iii) will provide a greater recovery for the Debtors' creditors than would be provided by any other practical available alternative, and (iv) constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession, or the District of Columbia.

N. The transfer of the Acquired Assets to JCI will be a legal, valid, and effective transfer of the Acquired Assets, and, except as expressly permitted or otherwise specifically provided for in the Transfer Agreement or this Order, will vest JCI with all right, title, and interest of the Debtors to the Acquired Assets free and clear of all liens, claims, and encumbrances, including, but not limited to those (A) that purport to give to any party a right or option to effect any forfeiture, modification, right of first refusal, or termination of the Debtors' or JCI's interest in the Acquired Assets, or any similar rights, (B) relating to taxes arising under or out of, in connection with, or in any way relating to the operation of the Debtors' battery business prior to the transfer of the Acquired Assets to JCI, and (C) mortgages, restrictions, hypothecations, charges, indentures, loan agreements, instruments, leases, licenses, options, deeds of trust, security interests, conditional sale or other title retention agreements, pledges, liens (including, without limitation, mechanics', materialmen's, and other consensual and non-consensual liens and statutory liens), judgments, demands, encumbrances, rights of first refusal, offsets, contracts, recoupment, rights of recovery, claims for reimbursement, contribution, indemnity, exoneration, products liability, alter-ego, environmental, or tax, decrees of any Court or foreign or domestic governmental entity, or charges of any kind or nature, if any, including, but not limited to, any restriction on the use, transfer, receipt of income, or other exercise of any attributes of ownership, debts arising in any way in connection with any agreements, acts, or failures to act, of any of the Debtors or any of the Debtors' predecessors or affiliates, claims (as that term is defined in the Bankruptcy Code), reclamation claims, obligations, liabilities, demands, guaranties, options, rights, contractual or other commitments, restrictions, interests and matters of any kind and nature, whether known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or

unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, whether arising prior to or subsequent to the commencement of these bankruptcy cases, and whether imposed by agreement, understanding, law, equity or otherwise, including claims otherwise arising under doctrines of successor liability (the items and concepts listed in (A), (B), and (C) above, collectively, the "Interests or Claims").

O. If the Sale of the Acquired Assets were not free and clear of all Interests or Claims as set forth in the Transfer Agreement and this Order, or if JCI would, or in the future could, be liable for any of the Interests or Claims as set forth in the Transfer Agreement and this Order, JCI would not have entered into the Transfer Agreement and would not consummate the Sale or the transactions contemplated by the Transfer Agreement, thus adversely affecting the Debtors, their estates, and their creditors.

P. The Debtors may sell their interests in the Acquired Assets free and clear of all Interests or Claims because, in each case, one or more of the standards set forth in 11 U.S.C. § 363(f)(1)-(5) has been satisfied. All holders of Interests or Claims who did not object, or withdrew their objections to the Sale, are deemed to have consented to the Sale, pursuant to 11 U.S.C. § 363(f)(2). Those holders of Interests or Claims who did object fall within one or more of the other subsections of 11 U.S.C. § 363(f) and are adequately protected by having their Interests or Claims, if any, attach to the cash proceeds of the Sale ultimately attributable to the property against or in which they claim an Interest or Claim.

Q. The Debtors are authorized to sell, transfer, convey or assign to JCI, all of the Debtors' right, title, and interest (including common law rights) to all of their intangible

property included in the Acquired Assets to the broadest extent permitted by law and the terms of the Transfer Agreement.

R. Approval of the Transfer Agreement and consummation of the Sale of the Acquired Assets at this time are in the best interests of the Debtors, their creditors, their estates and other parties in interest.

S. The liabilities being assumed by JCI under the Transfer Agreement, including but not limited to those liabilities set forth on Exhibit 3.6H (Environmental Matters) and Exhibit 4.1 (Employee Matters) to the Transfer Agreement, are an integral part of the Acquired Assets being purchased by JCI and, accordingly, such assumption is reasonable, enhances the value of the Debtors' estates, and does not constitute unfair discrimination.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND
DECREED THAT:

General Provisions

1. The Motion is GRANTED.

Approval Of The Transfer Agreement

2. Pursuant to 11 U.S.C. § 363(b), the Transfer Agreement, and all of the terms and conditions thereof, are hereby approved.

3. Pursuant to 11 U.S.C. § 363(b), the Debtors are authorized to perform their obligations under the Transfer Agreement and comply with the terms thereof and consummate the Sale in accordance with and subject to the terms and conditions of the Transfer Agreement.

4. Each of the signatories to the Transfer Agreement is directed to take all actions necessary or appropriate to effectuate the terms of this Order with respect to the Sale.

5. The Debtors are authorized and directed to execute and deliver, and empowered to perform under, consummate, and implement, the Transfer Agreement, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Transfer Agreement, and to take all further actions as may be requested by JCI for the purpose of assigning, transferring, granting, conveying, and conferring to JCI or reducing to possession, the Acquired Assets, or as may be necessary or appropriate to the performance of the obligations as contemplated by the Transfer Agreement.

6. This Order and the Transfer Agreement shall be binding in all respects upon all creditors (whether known or unknown) of any Debtor, JCI, all successors and assigns of JCI, the Debtors and their affiliates and subsidiaries, and any subsequent trustees appointed in the Debtors' chapter 11 cases or upon a conversion to chapter 7 under the Bankruptcy Code and shall not be subject to rejection. To the extent any provision of this Order is inconsistent with the terms of the Transfer Agreement, this Order shall govern.

7. The Transfer Agreement and any related agreements, documents, or other instruments may be modified, amended, or supplemented by the parties thereto in accordance with the terms thereof without further order of the Court; provided that any such modification, amendment, or supplement is not material.

Sale And Transfer Of The Acquired Assets

8. Except as expressly permitted or otherwise specifically provided for in the Transfer Agreement or this Order, pursuant to 11 U.S.C. §§ 363(b) and 363(f), upon the

consummation of the Transfer Agreement, the Acquired Assets shall be transferred to JCI free and clear of all Interests or Claims, with all such Interests or Claims to attach to the cash proceeds of the Sale in the order of their priority, with the same validity, force and effect which they now have as against the Acquired Assets, subject to any claims and defenses the Debtors may possess with respect thereto. Following the date of the completion of the transfer of the New Brunswick Facility to JCI under the Transfer Agreement (the "Completion Date"), no holder of any Interests or Claims in the Acquired Assets shall interfere with JCI's use and enjoyment of the Acquired Assets based on or related to such Interests or Claims, or any actions that the Debtors may take in their chapter 11 cases and no person shall take any action to prevent, interfere with or otherwise enjoin consummation of the transactions contemplated in or by the Transfer Agreement or this Order.

9. Except as expressly provided in the Transfer Agreement or this Order, other than the liabilities assumed under the Transfer Agreement, including but not limited to those liabilities set forth on Exhibit 3.6H (Environmental Matters) and Exhibit 4.1 (Employee Matters) to the Transfer Agreement, the sale, transfer, assignment, and delivery of the Acquired Assets pursuant to the Transfer Agreement shall not be subject to any Interests or Claims, and Interests or Claims of any kind or nature whatsoever shall attach only to the net proceeds of the Sale in their order of priority. All persons and entities, including, but not limited to, all debt security holders, equity security holders, governmental, tax, and regulatory authorities, lenders, trade and other creditors, holding Interests or Claims arising in any way in connection with any acts, or failure to act, of the Debtors or the Debtors' predecessors or affiliates, claims (as that term is defined in section 101(5) of the Bankruptcy Code), obligations, demands, or guaranties of any kind and nature against or in the Debtors or the Acquired Assets (whether legal or equitable,

secured or unsecured, matured or unmatured, contingent or noncontingent, senior or subordinated), arising under or out of, in connection with, or in any way relating to the Debtors, the Acquired Assets, the operation of the Debtors' battery business prior to the Completion Date, or the transfer of the Acquired Assets to JCI, hereby are, and will be, forever barred, estopped, and permanently enjoined from asserting, prosecuting, or otherwise pursuing such Interests or Claims of any kind or nature whatsoever against JCI, its successors or assigns, their property, or any designee, such persons' or entities' Interests or Claims. Following the Completion Date, no holder of an Interest or Claim (other than holders of liabilities assumed under the Transfer Agreement, including but not limited to those liabilities set forth on Exhibit 3.6H (Environmental Matters) and Exhibit 4.1 (Employee Matters) to the Transfer Agreement, on account of such liabilities only) against the Debtors shall interfere with JCI's title to or use and enjoyment of the Acquired Assets based on or related to such Interests or Claims and all such Interests or Claims, if any, shall be and hereby are channeled, transferred and attached solely and exclusively to the proceeds of the Sale in their order of priority.

10. Except as expressly provided in the Transfer Agreement or this Order, the transfer of the Acquired Assets to JCI pursuant to the Transfer Agreement does not require any consents other than as specifically provided for in the Transfer Agreement and constitutes a legal, valid, and effective transfer of the Acquired Assets, and shall vest JCI with all right, title, and interest of the Debtors in and to the Acquired Assets free and clear of all Interests or Claims of any kind or nature whatsoever (except for the liabilities assumed under the Transfer Agreement, including but not limited to those liabilities set forth on Exhibit 3.6H (Environmental Matters) and Exhibit 4.1 (Employee Matters) to the Transfer Agreement).

11. If any person or entity that has filed financing statements, mortgages, mechanic's liens, lis pendens, or other documents or agreements evidencing Interests or Claims against or in the Acquired Assets shall not have delivered the foregoing to the Debtors prior to the Completion Date, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfactions, releases of all Interests or Claims that the person or entity has with respect to the Acquired Assets, or otherwise, then (a) the Debtors are hereby authorized to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to the Acquired Assets and (b) JCI is hereby authorized to file, register or otherwise record a certified copy of this Order, which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all Interests or Claims in the Acquired Assets of any kind or nature whatsoever.

12. This Order (a) shall be effective as a determination that, on the Completion Date, all Interests or Claims of any kind or nature whatsoever existing as to the Debtors or the Acquired Assets prior to the Completion Date have been unconditionally released, discharged, and terminated (other than any surviving obligations), and that the conveyances described herein have been effected and (b) shall be binding upon and shall govern the acts of all entities including without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the Acquired Assets.

13. Except as otherwise expressly provided in the Transfer Agreement, no person or entity, including, without limitation, any federal, state or local governmental agency, department or instrumentality, shall assert by suit or otherwise against JCI or its successors in interest any claim that they had, have or may have against the Debtors, or any liability, debt, or obligation relating to or arising from the Acquired Assets, or the Debtors' operation of the Business or use of the Acquired Assets, including, without limitation, any liabilities calculable by reference to the Debtors or their assets or operations, and all persons and entities are hereby enjoined from asserting against JCI in any way any such claims, liabilities, debts or obligations.

14. Except as expressly provided in the Transfer Agreement or this Order, JCI is not assuming nor shall it in any way whatsoever be liable or responsible, as a successor or otherwise, for any liabilities, debts, commitments, or obligations (whether known or unknown, disclosed or undisclosed, absolute, contingent, inchoate, fixed, or otherwise) of the Debtors or any liabilities, debts, commitments, or obligations in any way whatsoever relating to or arising from the Acquired Assets or the Debtors' operation of their business or use of the Acquired Assets on or prior to the Completion Date or any such liabilities, debts, commitments, or obligations that in any way whatsoever relate to periods on or prior to the Completion Date or are to be observed, paid, discharged, or performed on or prior to the Completion Date (in each case, including any liabilities that result from, relate to or arise out of tort or other product liability claims), or any liabilities calculable by reference to the Debtor or their assets or operations, or relating to continuing conditions existing on or prior to the Completion Date, which liabilities, debts, commitments, and obligations are hereby extinguished insofar as they may give rise to successor liability, without regard to whether the claimant asserting any such liabilities, debts, commitments, or obligations has delivered to JCI a release thereof. Without

limiting the generality of the foregoing, except as expressly provided in the Transfer Agreement or this Order, JCI shall not be liable or responsible, as a successor or otherwise, for the Debtors' liabilities, debts, commitments, or obligations, whether calculable by reference to the Debtors, arising on or prior to the Completion Date and under or in connection with (i) any employment or labor agreements (including, without limitation, the payment of wages, bonuses, severance pay, benefits (including, without limitation, contributions or payments on account of any underfunding with respect to any and all pension plans) or any other payment to employees of Debtors while such individuals were employed by the Debtors), consulting agreements, severance arrangements, change-in-control agreements, or other similar agreement to which any Debtor is a party, (ii) any pension, welfare, compensation, or other employee benefit plans, agreements, practices, and programs, including, without limitation, any pension plan of the Debtors (including, without limitation, retention, benefit and/or incentive plan to which any Debtors are a party and relating to the battery business (including, without limitation, arising from or related to the rejection or other termination of any such agreement)), (iii) the cessation of the Debtors' operations, dismissal of employees, or termination of employment or labor agreements or pension, welfare, compensation, or other employee benefit plans, agreements, practices, and programs, obligations that might otherwise arise from or pursuant to the Employee Retirement Income Security Act of 1974, as amended, the Fair Labor Standard Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination and Employment Act of 1967, the Federal Rehabilitation Act of 1973, the National Labor Relations Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, COBRA, or the Worker Adjustment and Retraining Notification Act, (iv) workers' compensation, occupational disease, or unemployment or temporary disability insurance claims, (v) environmental liabilities, debts, claims, or obligations arising from

conditions first existing on or prior to Completion Date (including, without limitation, the presence of hazardous, toxic, polluting, or contaminating substances or wastes), which may be asserted on any basis, including, without limitation, under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., (vi) any bulk sales or similar law, (vii) any liabilities, debts, commitments, or obligations of, or required to be paid by, the Debtors for any Taxes of any kind for any period, (viii) any liabilities, debts, commitments, or obligations for any Taxes relating to the business of the Debtors or the Acquired Assets for or applicable to the period prior to the Completion Date, (ix) any litigation relating to the Acquired Assets for or applicable to the period prior to the Completion Date, and (x) any products liability or similar claims, whether pursuant to any state or any federal laws or otherwise, relating to the Acquired Assets for or applicable to the period prior to the Completion Date. JCI shall in no way be deemed a party to or assignee of any such agreement set forth in (i), (ii), and (iii) above, and no employee of JCI shall be deemed in any way covered by or a party to any such agreement, and all parties to any such agreement are hereby enjoined from asserting against JCI any and all claims arising from or relating to such agreement. Any and all notices, if any, required to be given to the Debtors' employees pursuant to the Workers Adjustment and Retraining Notification Act, or any similar federal or state law, shall be the sole responsibility and obligation of the Debtors and JCI shall have no responsibility or liability therefore.

15. Upon the completion of the transactions contemplated by the Transfer Agreement, JCI shall not be deemed to (i) be the successor of the Debtors, (ii) have, de facto, or otherwise, merged with or into the Debtors, (iii) be a mere continuation or substantial continuation of the Debtors or the enterprise(s) of the Debtors, or (iv) be liable for any acts or omissions of the Debtors in the conduct of the Debtors' business.

Continuation And Transition Of Supply Out Of Fitzgerald

16. The Debtors are hereby authorized to (a) continue manufacturing and supplying JCI with battery products manufactured at the Fitzgerald Facility in accordance with JCI's diminishing supply requirements and (b) to transition production of battery products manufactured at the Fitzgerald Facility to other JCI facilities.

17. The Debtors and JCI are each directed to take all actions necessary or appropriate to effectuate the terms of this Order with respect to the supply and transition of battery products from the Fitzgerald Facility.

IUE-CWA Consent And IUE-CWA New Brunswick Attrition Plan

18. The Debtors are hereby authorized to enter into the agreement by and among Delphi Corporation, the International Union, IUE-CWA and IUE-CWA Local 416 (collectively the "IUE-CWA") attached to the Transfer Agreement as Exhibit 1.13 thereto (the "IUE-CWA Memorandum") and to implement the terms of such IUE-CWA Memorandum, including without limitation (i) that certain attrition plan between Delphi and the IUE-CWA (the "IUE-CWA New Brunswick Attrition Plan") with respect to the New Brunswick Facility and (ii) that certain consent to the waiver of that certain no-sale clause and neutrality obligations (the "IUE-CWA Consent").

19. Each of the signatories to the IUE-CWA Memorandum is directed to take all actions necessary or appropriate to effectuate the terms of this Order with respect to the IUE-CWA Consent and the IUE-CWA New Brunswick Attrition Plan and the terms of the IUE-CWA Consent and the IUE-CWA New Brunswick Attrition Plan, including, without limitation, any

and all actions necessary or appropriate to its implementation of and performance under the IUE-CWA Consent and the IUE-CWA New Brunswick Attrition Plan.

Additional Provisions

20. The consideration provided by JCI for the Acquired Assets under the Transfer Agreement is hereby deemed to constitute reasonably equivalent value and fair consideration under the Bankruptcy Code, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act, and under the laws of the United States, and any state, territory, possession, or the District of Columbia.

21. On the Completion Date, this Order shall be construed and shall constitute for any and all purposes a full and complete general assignment, conveyance, and transfer of all of the Acquired Assets or a bill of sale transferring good and marketable title in such Acquired Assets to JCI on pursuant to the terms of the Transfer Agreement.

22. Except as otherwise provided in the Transfer Agreement, on the Completion Date, each of the Debtors' creditors is authorized and directed to execute such documents and take all other actions as may be necessary to release their respective Interests or Claims against the Acquired Assets, if any, as may have been recorded or may otherwise exist.

23. Each and every federal, state, and governmental agency or department, and any other person or entity, is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Transfer Agreement.

24. All entities who are currently, or as of the Completion Date may be, in possession of some or all of the Acquired Assets to be sold, transferred, or conveyed pursuant to

the Transfer Agreement are hereby directed to surrender possession of the Acquired Assets to JCI on the Completion Date.

25. The transactions contemplated by the Transfer Agreement are undertaken by JCI in good faith, as that term is used in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the sale of the Acquired Assets shall not affect the validity of the Sale to JCI, unless such authorization is duly stayed pending such appeal. JCI is a purchaser in good faith of the Acquired Assets, and is entitled to all of the protections afforded by section 363(m) of the Bankruptcy Code.

26. The consideration paid by JCI in the Sale for the Acquired Assets under the Transfer Agreement is fair and reasonable, and may not be avoided or otherwise challenged under 11 U.S.C. § 363(n).

27. The Debtors, including but not limited to their respective officers, employees, and agents, are hereby authorized to execute such documents and do such acts as are necessary or desirable to carry out the transactions contemplated by the terms and conditions of the Transfer Agreement and this Order. The Debtors shall be, and they hereby are, authorized to take all such actions as may be necessary to effectuate the terms of this Order.

28. The terms and provisions of the Transfer Agreement and this Order shall be binding in all respects upon, and shall inure to the benefit of, the Debtors, their estates, and their creditors, JCI, and its respective affiliates, successors, and assigns, and any affected third parties, including, but not limited to, all persons asserting an Interest or Claim in the Acquired Assets to be sold to JCI pursuant to the Transfer Agreement, notwithstanding any subsequent appointment of any trustee(s), party, entity, or other fiduciary under any section of any chapter of

the Bankruptcy Code, as to which trustee(s), party, entity, or other fiduciary such terms and provisions likewise shall be binding.

29. Notwithstanding anything contained herein to the contrary, the term "Acquired Assets" as defined herein does not include property that is not property of the Debtors' estates, such as funds that are trust funds under any applicable state lien laws.

30. To the extent permitted by section 525 of the Bankruptcy Code, no governmental unit may revoke or suspend any permit or license relating to the operation of the Acquired Assets sold, transferred, or conveyed to JCI on account of the filing or pendency of these chapter 11 cases or the consummation of the Sale.

31. The failure specifically to include or to reference any particular provision of the Transfer Agreement in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Transfer Agreement be authorized and approved in their entirety.

32. The Transfer Agreement and any related agreements, documents, or other instruments may be modified, amended, or supplemented by the parties thereto in accordance with the terms thereof without further order of the Court; provided that any such modification, amendment, or supplement does not have a material adverse effect on the Debtors' estates.

33. The provisions of this Order are nonseverable and mutually dependent.

34. Nothing in this Order shall alter or amend the Transfer Agreement and the obligations of the Debtors and JCI thereunder.

35. This Court retains jurisdiction to enforce and implement the terms and provisions of the Transfer Agreement, all amendments thereto, any waivers and consents

thereunder, and of each of the agreements executed in connection therewith in all respects, including, but not limited to, retaining jurisdiction to (a) compel delivery of the Acquired Assets to JCI, (b) compel delivery of the purchase price, reimbursement of costs under the IUE-CWA New Brunswick Attrition Plan, or performance of other obligations owed to the Debtors pursuant to the Transfer Agreement, (c) resolve any disputes arising under or related to the Transfer Agreement, except as otherwise provided therein, (d) interpret, implement, and enforce the provisions of this Order, and (e) protect JCI against any Interests or Claims against the Debtors or the Acquired Assets, of any kind or nature whatsoever, attaching to the proceeds of the Sale.

36. Notwithstanding Rule 6004(g) of the Federal Rules of Bankruptcy Procedure or any other Bankruptcy Rule, this Order shall take effect immediately upon its entry.

37. The requirement under Rule 9013-1(b) of the Local Bankruptcy Rules for the United States Bankruptcy Court for the Southern District of New York for the service and filing of a separate memorandum of law is deemed satisfied by the Motion.

Dated: New York, New York
June ___, 2006

UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1.23

SELLER'S KNOWLEDGE

GENERAL:

Ron Pogue

EMPLOYEES:

Charu Manocha

EXHIBIT 2.2A

BILL OF SALE

BY THIS BILL OF SALE made on _____, **200** by _____, a Delaware _____ ("**Seller**"), for good and valuable consideration paid by _____, a _____ corporation ("**Buyer**"), receipt and sufficiency of which consideration are acknowledged by Seller, pursuant to the terms and provisions of that certain Transfer Agreement dated _____, **2006** between Buyer and Seller (the "**Agreement**"), Seller does bargain, grant, sell, convey, assign, transfer and deliver to Buyer and its successors and assigns, all right, title and interest of Seller in and to the Personal Property and Inventory (as those terms are defined in the Agreement) listed on Attachment A hereto.

Notwithstanding the foregoing, the provisions of this Bill of Sale are subject, in all respects, to the terms and conditions of the Agreement and all the representations and warranties, covenants and agreements contained therein, all of which shall survive the execution and delivery of this Bill of Sale as provided in the Agreement.

By: _____
Name:
Title:

ATTACHMENT A TO BILL OF SALE

Exhibit 3.6.H

ENVIRONMENTAL MATTERS

1. DEFINITIONS:

1.1 “Business” has the same meaning as given in the Transfer Agreement.

1.2 “Buyer” has the same meaning as given in the Transfer Agreement.

1.3 “Completion Date” has the same meaning as given in the Transfer Agreement.

1.4 “Competent Authority” means a person, agency, department or subdivision thereof having governmental authority under an applicable Environmental Law, and/or a court or tribunal of competent jurisdiction.

1.5 “Compliance Matter” means an event, condition, activity, practice, action or omission at the Real Property which gives rise to a breach or violation of an Environmental Law, but which excludes Environmental Contamination.

1.6 “Environment” means any and all organisms (including humans), biota, ecosystems, land, natural resources, property, air, soil gas, water, groundwater, human beings, and buildings, fixtures and installations.

1.7 “Environmental Claim” means a notice, claim, demand, action, suit, complaint or proceeding by a Competent Authority or a Third Party alleging liability or potential liability arising out of an Environmental Law.

1.8 “Environmental Contamination” means the presence of a Hazardous Material at, in, under, on or about the Environment at the Real Property.

1.9 “Environmental Damages” means losses, liabilities, costs, damages fines, penalties and expenses (including reasonable expenses of investigation and attorneys’ fees) arising out of an Environmental Law, but in all cases excluding losses, liabilities, costs, damages and expenses deemed consequential or loss of profit, and also excluding expenses of investigating information for the purposes of making a claim for indemnification under this Exhibit.

1.10 “Environmental Law” means, solely for those in force and effect as at the Closing date in the relevant jurisdiction, all applicable civil, criminal, administrative and any other federal, state, county and local (including common law) laws, rules, ordinances, orders, codes, guidance, directives, Environmental Permits (or lack thereof), approvals, decisions, decrees, remediation standards and regulations relating to or having the purpose or effect of the prevention of pollution or harm to the Environment or human health.

1.11 "Environmental Permits" means all licenses, consents, permits, registrations, approvals or authorizations made or issued by a Competent Authority under an Environmental Law in connection with the Business or the Real Property.

1.12 "Hazardous Material" means all matter (whether alone or in combination with other matter, and whether solid, liquid, gas or other state) which is a pollutant, contaminant, chemical, material, substance, constituent, or waste including without limitation petroleum, petroleum-based or petroleum-derived products, polychlorinated biphenyls, asbestos and asbestos-containing materials, and noxious, radioactive, flammable, corrosive, caustic materials, all of which are governed or regulated under an Environmental Law.

1.13 "New Brunswick Real Property" means the Real Property as defined in the Transfer Agreement.

1.14 "Post-Closing Compliance Matter" means a Compliance Matter first occurring after the Completion Date.

1.15 "Post-Closing Environmental Contamination" means Environmental Contamination first occurring after the Completion Date.

1.16 "Post-Closing Off-Site Disposal Liability" means liability for a Hazardous Material generated at the New Brunswick Real Property and disposed at a disposal site not at the New Brunswick Real Property, after the Completion Date, under an applicable Environmental Law.

1.17 "Pre-Closing Compliance Matter" means a Compliance Matter first occurring at prior to the Completion Date.

1.18 "Pre-Closing Environmental Contamination" means Environmental Contamination first occurring prior to the Completion Date.

1.19 "Pre-Closing Off-Site Disposal Liability" means liability for a Hazardous Material generated at the New Brunswick Real Property and disposed at a disposal site not at the New Brunswick Real Property, prior to the Completion Date, under an applicable Environmental Law.

1.20 "Remedial Works" means the works, designs, investigations and activities carried out by a Party in relation to Environmental Contamination, but excluding expenses of investigating information for the purposes of making a claim for indemnification under this Exhibit.

1.21 "Remedy" has the meaning given to it in Section 4 of this Exhibit.

1.22 "Seller" has the same meaning as given in the Transfer Agreement.

1.23 "Third Party" means any person not a Party or a Competent Authority.

2. INDEMNIFICATIONS OF SELLER AND PURCHASER:

2.1 Subject to the provisions of this Exhibit, and solely with respect to the New Brunswick Real Property, the Seller shall indemnify the Buyer for Environmental Damages arising from Pre-Closing Environmental Contamination, Pre-Closing Compliance Matters or Pre-Closing Off-Site Liability.

2.2 Subject to the provisions of this Exhibit, and solely with respect to the New Brunswick Real Property, the Buyer shall indemnify the Seller for Environmental Damages arising from Post-Closing Environmental Contamination, Post-Closing Off-Site Liability or Post-Closing Compliance Matters.

2.3 Subject to the provisions of this Agreement, for those Environmental Damages arising from circumstances that may be considered both (i) Pre-Closing Environmental Contamination and Post-Closing Environmental Contamination, (ii) Pre-Closing Compliance Matters and Post-Closing Compliance Matters, or (iii) Pre-Closing Off-Site Liability and Post-Closing Off-Site Liability, such Environmental Damages shall be allocated between the Parties in proportion to the extent that such Environmental Damages arose pre- or post-Completion Date, and each Party shall indemnify the other for its share as determined by such allocation.

3. LIMITATIONS ON LIABILITY. Neither Party shall be liable under this Agreement for Environmental Damages:

3.1 In the case of Environmental Claims arising from Pre-Closing Compliance Matters or Post-Closing Compliance Matters (as the case may be), unless written notice of such claim has been served on the non-claiming Party on or before eighteen (18) months following the Completion Date;

3.2 In the case of Environmental Claims arising from a Pre-Closing Environmental Contamination, except for Remedial Works pursuant to clause 4.1 of this Exhibit, or Post-Closing Environmental Contamination (as the case may be), unless written notice of such claim has been served on the non-claiming Party on or before seven (7) years following the Completion Date. Remedial Works under clause 4.1 of this Exhibit shall be governed by the applicable statute of limitations under ISRA (as defined in clause 4.1 of this Exhibit).

3.3 Except for Remedial Works under clause 4.1 of this Exhibit (for which Seller is solely responsible), subject to clauses 3.1 and 3.2 of this Exhibit, no Party will be liable to the other under this Exhibit unless and until the aggregate amount of all Environmental Claims each of which exceeds the amount set forth in this clause 3.3 and which are determined to be payable by the Party on which the claim is made exceeds \$500,000, and in such event the paying Party is liable solely for the amounts exceeding \$500,000. For all purposes under this Article 3 and Section 7.1 of the Agreement, the Deductible Amount with respect to environmental claims shall be (i) the \$500,000 amount referred to in this clause 3.3, less (ii) any amounts that may have been incurred by the relevant claiming party under environmental matters agreements entered into in connection with the sale of any of Seller's global battery operations to Buyer in 2005. The Cap Amount is as set forth Section 7.1.

3.4 In the case of Environmental Damages arising from Pre-Closing Environmental Contamination, unless the claiming Party discovers the facts and circumstances giving rise to such claim solely in connection with an investigation

required by an applicable Environmental Law, an order by a Competent Authority, a final judgment of a claim by a Third Party, or settlement of a claim by a Third Party to which the non-claiming Party has agreed (such agreement not to be unreasonably withheld).

3.5 Where Buyer uses the New Brunswick Real Property for a use other than an industrial use, or seeks to or changes the zoning or land use classification of the New Brunswick Real Property to a classification more sensitive than the industrial classification;

3.6 Where, subject to clause 3.7 below, and insofar as the Parties agree to treat this Agreement and all information gathered, known or obtained as a result of the sale and purchase of the Business or performing any obligation or exercising any right under this Exhibit as confidential, for any Environmental Damages claims to the extent that such claim would not have arisen or was increased or made more costly as a result of the claiming Party or any of its respective employees, agents or contractors volunteering or disclosing information to any Competent Authority or Third Party without the prior written consent of the non-claiming Party;

3.7 The following shall not be deemed to be or to have been volunteering or disclosing of information for the purpose of this clause 3.7:

(i) Where the disclosure is required by any law (including any Environmental Law),

(ii) Where the disclosure is specifically and formally required by any securities exchange or regulatory or other Competent Authority to which either Party is subject or submits wherever situated,

(iii) Where the information is clearly in the public domain through no fault of the claiming Party, or

(iv) Where the non-claiming Party has given prior written approval to the disclosure;

3.8 To the extent the claiming Party did not take reasonable steps to avoid or mitigate any Environmental Damages, acting in a reasonable and cost-effective manner; in the case of an emergency, where a Party takes any action to avoid or mitigate any Environmental Damages, (a) it shall for the avoidance of doubt not be in breach of this Agreement and shall not be precluded from recovering its Environmental Damages provided that the claiming Party notifies the other Party of such circumstances as soon as reasonably practicable and provided that such actions or steps are the minimum necessary to avert the emergency; and (b) the reasonable costs and expenses of all steps taken pursuant to the duty to mitigate contained in this clause 3.8 shall be deemed to be Environmental Damages.

3.9 Notwithstanding anything to the contrary in Section 7.1 of this Agreement, the Deductible Amount with respect to environmental claims shall be \$500,000 less any amounts that may have been incurred by the relevant claiming party under environmental matters agreements entered into in connection with the sale of any of Seller's global battery operations to Buyer in 2005. The Cap Amount is as set forth Section 7.1. Subject to clauses 3.1 and 3.2 of this Agreement, set forth in Subject to

clauses 4.1, 4.2 and 4.3 of this Agreement, unless and until the aggregate amount of all Environmental Claims each of which exceeds the amount set forth in clause 4.4 of this Agreement and which are determined to be payable by the Party on which the claim is made exceeds \$500,000, and in such event the paying Party is liable solely for the amounts exceeding \$500,000; provided, however, that with respect to Pre-Closing Compliance Matters and Pre-Closing Environmental Contamination referred to in Paragraph 2.2 for which Seller has warranted that it will effect the Remedy with respect to such Pre-Closing Compliance Matters and Pre-Closing Environmental Contamination, Seller shall pay all amounts necessary to effect the Remedy of such issues, which amounts shall not be included in determining when the aggregate amount of claims exceed \$500,000.

4. REMEDICATION OF ENVIRONMENTAL DAMAGE:

4.1 Seller shall file such papers, and conduct such investigation and remediation as required by the New Jersey Department of Environmental Protection (“**NJDEP**”) to satisfy the requirements of the State of New Jersey’s Industrial Site Recovery Act, N.J.S.A. 13.1K-6 *et seq.*, and regulations promulgated thereto, N.J.A.C. Title 7, Chapter 26B (collectively “**ISRA**”), as ISRA is in effect as of the date of the Put Completion Date, as follows: As soon as the Parties mutually agree that it is substantially certain that the third party consent needed prior to any exercise of the Put Option or Call Option will be obtained, Seller shall, pursuant to the requirements of ISRA, promptly prepare and submit to NJDEP a General Information Notice. Thereafter, with reasonable diligence, Seller shall, pursuant to ISRA, continue to undertake the activities and to submit the required documentation to NJDEP necessary to complete its responsibilities under ISRA, according to any schedule approved by NJDEP and consistent with NJDEP requirements. In all cases, Seller shall have the right at its sole discretion to seek reasonable extensions of the schedules approved by NJDEP where site conditions warrant. Where the State of New Jersey requires any consent agreement into which Seller, the State of New Jersey and Buyer must enter pursuant to ISRA, Buyer shall sign such consent agreement. Any such consent agreement shall be consistent with a remedial action for industrial property.

4.2 Where an Environmental Damage arises out of Environmental Contamination, the non-claiming Party shall be responsible for Remedial Works or the redressing of a Compliance Matter (“**Remedy**”) to no less but no more than the minimum standards or levels of Environmental Laws; such Remedial Works may be determined using risk assessment and related risk evaluation methods.

4.3 The non-claiming Party shall, where a Remedy is required pursuant to this Agreement, have conduct of such Remedy.

4.4 The conduct of a Remedy shall be as follows:

- A. The non-claiming Party shall prepare appropriate work plans or scopes of work to satisfactorily undertake and complete the Remedy under this Agreement; such Party will provide the other Party with an opportunity to review and comment on such work plans or scopes of work, which comments the non-claiming Party may elect to

adopt where such comments do not increase any cost or liability of the Remedy;

B. The non-claiming Party shall, at its sole discretion, either:

(i) Determine to and obtain approval of the Remedy by the appropriate Competent Authority prior to implementation of the Remedy; when requested, the claiming Party shall cooperate with the non-claiming Party in any communications with the appropriate Competent Authority; after the non-claiming Party has obtained such approval, such Party shall provide notice of such approval to the claiming Party; or

(ii) Determine to implement the Remedy without first seeking approval from the appropriate Competent Authority; the non-claiming Party shall provide notice to the claiming Party of such determination at the time the non-claiming Party provides the claiming Party with the work plan or scope of work set forth in clause 4.4A of this Exhibit;

C. Where the Seller is the non-claiming Party, Seller will take all reasonable steps to avoid interfering with Buyer's operation of the Business or use of the Real Property, and Buyer will reasonably cooperate with Seller including providing access to the New Brunswick Real Property and the use of utilities in the conduct of the Remedy;

D. Where applicable the non-claiming Party shall provide copies of all relevant correspondence sent to and received from a Competent Authority, and keep the claiming Party reasonably apprised of the progress of the conduct of the Remedy; and

E. The conduct of the Remedy shall be deemed complete when, as the case may be:

(i) The non-claiming Party has received approval regarding the Remedy by an applicable Competent Authority; or

(ii) Subject to clause 4.2 of this Exhibit, the Remedy meets applicable standards which an applicable Environmental Law allows.

5. TRANSFER OF PERMITS AND LICENSES. On and after the Closing Date, Seller and Buyer shall cooperate in taking all reasonable steps to effect the transfer or procure the re-issuance of any Environmental Permits necessary to operate the Business.

EXHIBIT 4.1

EMPLOYEE MATTERS

1. Definitions:

A. **"Buyer Employee Benefit Plans"** means Buyer's pension, thrift, savings, profit sharing, retirement, bonus, incentive, health, dental, death, accident, disability, stock purchase, stock option, stock appreciation, stock bonus, executive or deferred compensation, hospitalization, "parachute", severance, vacation, sick leave, fringe or welfare benefits, any employment or consulting Contracts, "golden parachutes", collective bargaining agreements, "employee benefit plans" (as defined in Section 3(3) of ERISA), employee manuals and written or binding oral statements of policies, practices or understandings relating to employment.

B. **"Competitive Package"** means the wages and benefits payable to new hire U.S. Hourly Employees at the New Brunswick Facility under the Delphi-IUE-CWA Local Agreement.

C. **"Delphi-IUE-CWA Local Agreement"** means the local collectively bargained agreements in effect at the New Brunswick Facility, including but not limited to, the memorandum of understanding ("**MOU**") entitled "ESCAP Hiring Plan – Full and Temporary Part-Time Employees" dated June 3, 1998 ("**ESCAP Hiring Plan**"), the November 13, 2003 Local Seniority Agreement, a collective bargaining agreement between Seller and IUE-CWA Local 416, any letter agreements, MOUs (including the ESCAP Hiring Plan), and all applicable employee benefit plans, in effect between Seller and the IUE-CWA applicable only to the U.S. Hourly Employees.

D. **"Delphi-IUE-CWA National Agreement"** means the nationally negotiated collective bargaining agreements, including any letter agreements, MOUs, supplemental agreements and all applicable employee benefit plans in effect between Seller and the IUE-CWA.

E. **"Employment Rights"** means all obligations arising out of, or relating to, the employment relationship between the relevant company and the relevant employees, including, without limitation, payment of wages and salaries, employee benefits, taxes, vacation pay, sick leave and severance pay and any claims under any Laws dealing with employment.

F. **"IUE-CWA"** means the IUE-CWA, the Industrial Division of the Communication Workers of America, AFL-CIO and CLC.

G. **"Seller Employee Benefit Plans"** means Seller's pension, thrift, savings, profit sharing, retirement, bonus, incentive, health, dental, death, accident, disability, stock purchase, stock option, stock appreciation, stock bonus, executive or deferred compensation, hospitalization, "parachute", severance, vacation, sick leave, fringe or welfare benefits, any employment or consulting Contracts, "golden parachutes", collective bargaining agreements, "employee benefit plans" (as defined in Section 3(3) of ERISA), employee manuals, and written or binding oral statements of policies, practices or understandings relating to employment.

H. **"Successor Clause"** means Document 7 appended to the Delphi-IUE-CWA National Agreement.

I. **"Transferred U.S. Hourly Employees"** means those hourly employees of Seller hired by Buyer pursuant to Section 3.A(ii) below.

J. **"U.S. Hourly Employees"** means the hourly employees represented by the IUE-CWA who are employed by Seller at the New Brunswick, New Jersey plant immediately prior to the Completion Date and identified on Schedule 3.A(i) to this Exhibit 4.1 to be provided to Buyer by Seller concurrently with the Put Exercise Notice or within ten (10) days after Seller's receipt of a Call Exercise Notice, as applicable.

K. **"U.S. Salaried Employees"** means the salaried employees and hourly non-union employees who are employed by Seller at the New Brunswick, New Jersey plant immediately prior to the Completion Date.

2. Pre-Completion Obligations of the Parties:

A. Prior to Completion, Seller will:

(i) Endeavor to obtain Bankruptcy Court approval of the attrition plan set forth in the IUE Consent (attached as Exhibit 1.13 of this Agreement) and, upon receipt of necessary approvals, to implement the attrition plan set forth in Exhibit 1.13 (the **"Attrition Plan"**) to reduce the number of U.S. Hourly Employees to approximately one hundred (100) U.S. Hourly Employees, in accordance with the terms of the IUE Consent [JCI to confirm the number as soon as possible after the date of this Agreement and no later than 5 days before Delphi commences the Attrition Plan]; and

(ii) Take the lead in negotiating a plant-specific agreement and waiver of the Successor Clause, with Buyer's involvement as the parties deem appropriate.

B. If waiver of the Successor Clause is obtained before the Completion Date:

(i) Buyer will take the lead in negotiating a collective bargaining agreement with the IUE-CWA exclusive to the U.S. Hourly Employees at the New Brunswick, New Jersey plant; and

(ii) Buyer will endeavor to obtain mutually agreed competitive work practices in a collective bargaining agreement, comparable to Buyer's existing IUE-CWA agreements at Buyer's St. Joseph, Missouri and Geneva, Illinois facilities.

C. If waiver of the Successor Clause is not obtained before the Completion Date:

(i) Until the Completion Date, Seller will endeavor to obtain mutually agreed competitive work practices in a collective bargaining agreement with the

IUE-CWA, comparable to Buyer's collective bargaining agreements with the IUE-CWA at Buyer's St. Joseph, Missouri and Geneva, Illinois facilities;

Subparagraphs 2.C(i) and 2.C(v) notwithstanding, to the extent that Buyer has not negotiated its own local agreement prior to Completion, as outlined in Section 2.C(i), Buyer will assume the terms and conditions of the Delphi-IUE-CWA National Agreement and Delphi-IUE-CWA Local Agreement applicable as of the Completion Date as they relate to the U.S. Hourly Employees, except that Seller has secured in the IUE Consent a waiver of the unpublished "Neutrality" letter in the Delphi-IUE-CWA National Agreement. Seller agrees that it is not Seller's intent to negotiate an agreement with the IUE-CWA after the effective date of this Agreement and prior to Completion that would impose additional material obligations or costs upon Buyer. To that end, and except as otherwise agreed by Buyer, Buyer will not assume terms and conditions relating to the following specified matters contained in any MOU, collective bargaining agreement or other agreement negotiated after the effective date of this Agreement which:

- a. Contains terms that would apply to or affect other facilities of Buyer;
- b. Contains any additional job security provisions for new hires not set forth in the ESCOP Plan;
- c. Introduces severance provisions that would make it impracticable to reduce the workforce;
- d. Requires that Buyer assume any Seller Employee Benefit Plans or participate in any multi-employer plan; or
- e. Guarantees specific levels of manning or requires that the New Brunswick Plant be operated in any specific way for any specific period of time

(iii) In connection with the foregoing clause 2.C(ii), Buyer will act in good faith and will not act unreasonably in order to avoid taking the New Brunswick plant.

(iv) Seller reaffirms its commitment to consult with Buyer's lead bargainer on an ongoing basis in the course of collective bargaining, Buyer's involvement to include option to be present on the premises, participate in specified briefing sessions, provide proposals to Seller, and the like. If in the course of such bargaining, matters which would significantly adversely impact New Brunswick plant competitiveness (compared year over year) arise, Buyer will not be obligated to assume related commitments without Buyer's consent, not to be unreasonably withheld.

(v) Buyer will endeavor to obtain waiver of the Successor Clause and obtain competitive work practices in a collective bargaining agreement with the IUE-CWA, comparable to Buyer's existing collective bargaining agreements with the IUE-CWA at Buyer's St. Joseph, Missouri and Geneva, Illinois facilities; and

(vi) Seller will obtain a waiver of, or otherwise remedy, any other materially significant document related to the Delphi-IUE-CWA National or Local Agreements, if any, that was not made available to Seller prior to July 1, 2005.

D. If a mutually agreeable collective bargaining agreement between the IUE-CWA and JCI is ratified before completion, then the terms of such agreement would

apply to the Transferred U.S. Hourly Employees rather than the terms of Delphi's agreements referred to in Section 2.C(ii) above. In the event of any conflict with the above terms of this Article 2 and the terms of the Memorandum of Agreement between Delphi and the IUE-CWA attached as Exhibit 1.13 to this Agreement (the "**Memorandum**"), the terms of the Memorandum will govern.

3. Obligations at Completion:

A. Buyer Obligations – U.S. Hourly Employees:

(i) Within five (5) days prior to Completion, Seller will identify in a Schedule 3.A(i) to this Exhibit 4.1, in accordance with the terms of the Attrition Plan and Section 2.A(i) of this Exhibit 4.1, all U.S. Hourly Employees who are employed as of the Completion Date, by name, social security number, date of hire, job code and current hourly rate. Seller and Buyer will confirm Schedule 3.A(i) of this Exhibit 4.1 as of the day prior to the Completion Date.

(ii) Effective on the Completion Date, Buyer will offer employment to all U.S. Hourly Employees identified on Schedule 3.A(i) to Exhibit 4.1. U.S. Hourly Employees who accept Buyer's offer of employment (by reporting to work or otherwise acknowledging acceptance) will be referred to as Transferred U.S. Hourly Employees:

a. U.S. Hourly Employees who are included in Schedule 3.A(i) and are not active as of the Completion Date due to disability, layoff, family medical leave or other approved leave of absence may elect to transfer to Buyer under the terms of the Attrition Plan, and will remain Seller's responsibility until any such U.S. Hourly Employee is ready to return to active employment in accordance with Seller's leave policies.

b. Upon such U.S. Hourly Employee's return to active status, Buyer will offer employment in accordance with Section 3.A(ii) above, and, provided such individual accepts Buyer's offer of employment, will be considered a Transferred U.S. Hourly Employee as of such date. In the event that a U.S. Hourly Employee is seeking to return to active employment from a medical-based leave, such individual's fitness for active employment must be approved by both Seller and Buyer provided such does not violate any applicable collective bargaining agreement.

c. If Seller and Buyer do not agree as to such individual's fitness for active employment, the issue will be submitted to an independent medical evaluator, whose determination will be final and binding on the parties. The cost of such independent medical evaluation will be shared equally by the parties.

(iii) Consistent with Buyer's obligations under Section 2.C(ii) above, unless Buyer is otherwise able to negotiate a new collective bargaining agreement with the IUE-CWA for the Transferred U.S. Hourly Employees, Buyer will provide the Transferred U.S. Hourly Employees with the same level of wages and benefits as required under the Delphi-IUE-CWA National Agreement and

Delphi-IUE-CWA Local Agreement, as applicable, in effect as of the Completion Date.

(iv) Buyer will assume and recognize the seniority status for all purposes of continued employment with Buyer.

(v) Buyer will recognize a Transferred U.S. Hourly Employee's pre-Completion credited service with Seller for eligibility and vesting purposes but not benefit accrual purposes with respect to any Buyer Employee Benefit Plans. However, in no case will credited service be recognized under this provision if such recognition will cause a duplication of compensation or benefits as between Seller and Buyer.

(vi) Transferred U.S. Hourly Employees' and their Beneficiaries' participation in and eligibility for benefits under the Buyer Employee Benefit Plans will commence as of the Completion Date.

(vii) To the extent allowed under applicable law, Transferred U.S. Hourly Employees who become eligible for a distribution of their account balances in the Delphi Personal Savings Plan will be permitted, at their discretion, to transfer such account balances to Buyer's defined contribution plan. The manner of such transfer will be a direct rollover.

(viii) Seller will retain responsibility to administer and all liability for labor grievances and arbitration proceedings (collectively the "**Grievances**") involving claims incurred prior to the Completion Date. For a period of ninety (90) days following the Completion Date, Buyer will notify Seller of any Grievances filed after the Completion Date which relate to claims incurred prior to the Completion Date. Buyer will be responsible to administer and bear all liability for Grievances involving claims incurred after the Completion Date. To the extent the administration or resolution of any Grievances require both the Buyer's and Seller's participation, the following apply:

a. Buyer and Seller will cooperate in the defense of the Grievances.

b. Buyer will not settle any Grievance without Seller's consent if such settlement will result in liability or obligation for Seller. Such consent will not be unreasonably withheld.

c. Seller will not settle any Grievance without Buyer's consent if such settlement will result in liability for Buyer. Such consent will not be unreasonably withheld.

d. If the seniority of a Transferred U.S. Hourly Employee is reinstated as a result of the disposition of a Grievance or a court or administrative order, Buyer will reinstate the Transferred U.S. Hourly Employee as if the Transferred U.S. Hourly Employee had been a Transferred U.S. Hourly Employee as of the Completion Date.

e. For Transferred U.S. Hourly Employees who have been continuously employed, back pay liability to the extent relating to an event, occurrence or cause of action arising prior to the Completion Date will be allocated to Seller. Liability relating to an event, occurrence or cause of action arising subsequent to the Completion Date will be allocated to Buyer, including but not limited to costs or other liability incurred by Seller as a result of loss of employment with Buyer, within one (1) year following Completion, by any Transferred U.S. Hourly Employee for any reason other than good cause relating to misconduct or performance under the applicable discipline procedure.

f. For U.S. Hourly Employees who become Transferred U.S. Hourly Employees because they are reinstated through the grievance procedure, back pay liability relating to periods prior to the Completion Date will be allocated to Seller. Liability relating to periods subsequent to the Completion Date will be allocated to Seller.

g. The parties will discuss treatment of Grievances involving unusual circumstances or events that continue before and after the Completion Date.

h. If either party withholds consent to a settlement or processing of a Grievance recommended by the other party or elects to continue to defend the Grievance, then such party will be liable for the portion of the back pay or other liability resulting from the ultimate disposition of such Grievance (or subsequent settlement) which is in excess of the liability that would have resulted from the settlement recommended and rejected.

(ix) Subject to Seller's obligations under Section 3.C(iv)a, liabilities, obligations, commitments, costs and expenses for workers' compensation benefits related to injuries or illnesses incurred by Transferred U.S. Hourly Employees after the Completion Date, will be the responsibility of Buyer.

(x) Buyer will not assume any Seller Employee Benefit Plans.

(xi) At Completion, Buyer will pay Seller \$12.5 million USD by wire transfer in accordance with wiring instructions to be provided by Seller before Completion, to reimburse Seller for costs incurred by Seller under the Attrition Plan, which costs would otherwise have been payable by Buyer under a predecessor agreement between the parties.

B. Buyer Obligations – U.S. Salaried Employees:

(i) Buyer will offer employment to all U.S. Salaried Employees, except as otherwise agreed by the parties prior to the time such offers have been made. Buyer's employment offers to U.S. Salaried Employees will include salary and benefit packages substantially comparable in the aggregate to those provided by Seller immediately prior to the Completion Date. Prior to tendering such offers, Buyer will provide Seller with information sufficient to satisfy Seller that such offers meet the "substantially comparable in the aggregate"

requirement. Seller's satisfaction that Buyer's offer meets this requirement may not be unreasonably withheld. Buyer will assume all Employment Rights relating to the U.S. Salaried Employees whom Buyer employs incurred on and after the date of hire. U.S. Salaried Employees whom Buyer hires will be subject to Buyer's policies and procedures, including any requirement that they execute agreements providing for the protection of Buyer's confidential information and adherence to Buyer's business conduct guidelines.

(ii) Buyer will recognize the length of service date and all credited service at Seller that the U.S. Salaried Employees whom Buyer hires accrued at Seller for purposes of vesting and eligibility (but not benefit accrual) under the Buyer Employee Benefit Plans.

C. Seller Obligations – U.S. Hourly Employees:

(i) Seller will remain responsible for all Employment Rights of the U.S. Hourly Employees incurred or vesting prior to the date when they become Transferred U.S. Hourly Employees, except as otherwise provided herein. In accordance with the terms of the Attrition Plan, all Transferred U.S. Hourly Employees will transfer at the established New Brunswick Tier III rate and benefits in accordance with applicable terms of the Delphi-IUE-CWA Local Agreement and the Delphi-IUE-CWA National Agreement in effect at Completion, or such other agreement as may be applicable under Section 2.D of this Exhibit 4.1.

(ii) Transferred U.S. Hourly Employees' and their Beneficiaries' participation in and eligibility for benefits under the Seller Employee Benefit Plans will cease as of the Completion Date. Notwithstanding the preceding sentence, the Seller Employee Benefit Plans will retain liability for all claims incurred by the Transferred U.S. Hourly Employees and their Beneficiaries on or prior to the Completion Date, including claims which are not submitted until after the Completion Date. A claim will be deemed incurred, as applicable:

a. On the date of the occurrence of death or dismemberment in the case of claims under life insurance and accidental death and dismemberment Seller Employee Benefit Plans;

b. On the date on which the service or treatment is provided in the case of claims under medical, hospital, dental and similar Seller Employee Benefit Plans; or

c. On the date following a Transferred U.S. Hourly Employee's last day worked on which a physician legally licensed to practice medicine certifies to total disability under the applicable disability Seller Employee Benefit Plans.

(iii) Regardless of the vesting date, Seller will pay to each Transferred U.S. Hourly Employee the amount of all accrued and unutilized vacation pay and any profit sharing due for the calendar year in which the Completion Date occurs on a pro-rata basis using the number of days worked by the Transferred U.S. Hourly Employees for Seller.

(iv) Seller will retain responsibility for:

a. All liabilities, obligations, commitments, costs and expenses for workers' compensation benefits related to injuries or illnesses incurred by Transferred U.S. Hourly Employees on or prior to the Completion Date and the pro rata portion, based on years of credited service with Seller compared with total years of credited service with Seller and Buyer, of liabilities, obligations, commitments, costs and expenses for workers' compensation benefits related to post-Completion Date exacerbation of pre-Completion Date injuries or illnesses; and

b. Claims of the Transferred U.S. Hourly Employees (or a dependent thereof who becomes a "qualified beneficiary" within the meaning of Section 4980B(g)(1) of the Internal Revenue Code) related to compliance with the requirements of continuation coverage under Section 4980B of the Internal Revenue Code or Section 601 of ERISA or as the result of any "qualifying event" within the meaning of Section 4980B(f)(3) of the Internal Revenue Code which occurs on or prior to the Completion Date.

4. Allocation of Liability; Indemnification; Cooperation:

A. Buyer's Obligations:

(i) In general, subject to other more specific provisions contained in this Agreement, Buyer will be responsible for and will bear all liability incurred after the Completion Date for Employment Rights of the Transferred U.S. Hourly Employees and U.S. Salaried Employees whom Buyer hires.

(ii) Buyer will defend, indemnify and hold harmless Seller, its past and present employees, agents, representatives, shareholders, officers, directors, affiliates and assigns and successors, from and against all claims, actions, damages, liabilities, causes of action, losses, costs and expenses (including attorney's fees and defense costs), relating to:

a. Any Employment Rights of any of the Transferred U.S. Hourly Employees, any U.S. Salaried Employees whom Buyer hires, and any person employed by Buyer after the Completion Date who is not a Transferred U.S. Hourly Employee or U.S. Salaried Employee, for any claims relating to or arising from events occurring after the Completion Date; and

b. Buyer's failure to comply with the terms of this Exhibit 4.1.

B. Seller's Obligations:

(i) In general, subject to other more specific provisions contained in this Agreement, Seller will be responsible for and will bear all liability incurred on or prior to the Completion Date for Employment Rights of the U.S. Hourly Employees and U.S. Salaried Employees.

(ii) Seller will defend, indemnify and hold harmless Buyer, its past and present employees, agents, representatives, shareholders, officers, directors, affiliates and assigns and successors, from and against all claims, actions, damages, liabilities, causes of action, losses, costs and expenses (including attorney's fees and defense costs), relating to:

a. Any Employment Rights of any of the Transferred U.S. Hourly Employees, or of any person employed by Seller prior to the Completion Date who is not a Transferred U.S. Hourly Employee, for any claims relating to or arising from events occurring on or prior to the transfer to Buyer;

b. Seller's failure to comply with the terms of this Exhibit 4.1; and

c. Any Employment Rights of U.S. Salaried Employees who do not accept Buyer's offer of employment; provided, however, that such offer complies with the "substantially comparable in the aggregate" requirement of Section 3.B(i).

C. Cooperation:

Seller and Buyer agree to provide each other with such records and information and otherwise cooperate as may be reasonably necessary or appropriate to carry out their respective obligations under this Exhibit 4.1.

EXHIBIT E

Pg 258 of 258
Delphi Corporation
Special Parties

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP
Hires Automotive Centers	Roger Ake	5809 Illinois Rd.		Fort Wayne	IN	46804